



FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District
7810 Arroyo Circle, Gilroy, CA 95020, and via Zoom teleconference
9 a.m. Friday, March 3, 2023

1.

ITEM	PAGE #
A. Approval of minutes: Feb. 3, 2023	1
B. Time certain: 9 a.m., ABM Update – Tony Roehrick	4
C. Time certain: 10 a.m., Gary Heap, City of Gilroy	

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Topo of Mt. Madonna	Mt. Madonna HS	Carroll Engineering	\$8,000	ELOP	19
B. InfraMappa proposal	All	InfraMappa	\$35,100	RRM	25
C. Shade structure placement	Rucker ES, Mt. Madonna HS, Las Animas ES	USA Shade	TBD	ELOP	53
D. Kindergarten playground update	Luigi Aprea ES	SPEC	\$14,185.40	LAPC	56
E. Architectural services for shade structure installation	Rucker ES, Mt. Madonna HS, Las Animas ES	Aedis Architects	\$164,165	ELOP	107
F. GPS parking plan	Gilroy Prep	Gilroy Prep	N/A	N/A	110
G. Lab of record approval for solar project	Multiple sites	Earth Systems	\$169,656	General Fund	111

3. MAINTENANCE (MATT WOOLMAN)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Drinking fountain	Solorsano MS	Environmental Systems, Inc.	\$10,234	RRM	177

4. ALVARO MEZA'S ITEMS

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. "Bass Rule" Board Policy follow up	District-wide	N/A	N/A	N/A	N/A
B. Update on recycled water pipeline INFORMATION ONLY	N/A	N/A	N/A	N/A	183

OTHER PROJECTS/FACILITY ISSUES AT SITES

SITES		
ANTONIO DEL BUONO ES	BROWNELL MS	CHRISTOPHER HS
ELIOT ES	SOLORSANO MS	GECA
EL ROBLE ES	SOUTH VALLEY MS	GILROY HS
GLEN VIEW ES		MT. MADONNA HS
LAS ANIMAS ES		
LUIGI APREA ES	DISTRICT OFFICE	
ROD KELLEY ES		
RUCKER ES		

NEXT MEETING: 9 A.M. FRIDAY, APRIL 14, 2023



FACILITIES SUBCOMMITTEE MEETING MINUTES

Gilroy Unified School District
7810 Arroyo Circle, Gilroy, CA 95020 and via Zoom teleconference
9 a.m. Friday, Feb. 3, 2023

PRESENT

Deborah Flores
Mark Good
Alvaro Meza

Paul Nadeau
Anna O'Connor
Linda Piceno

Marissa Van Patten
Matt Woolman

]

CALL TO ORDER: 9:04 a.m.

1.

ITEM
A. Approval of minutes: Jan. 13, 2023
<p>MINUTES</p> <ul style="list-style-type: none"> James made the motion to approve. Dr. Flores seconded. All approved.

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A. Flint time extension	South Valley MS	Flint	\$525,925	Measure E
<p>MINUTES</p> <ul style="list-style-type: none"> The timeline has to be extended to November. Project needs more time because of supply chain issues, delays with approval from the Division of the State Architect (DSA), etc. This increase is covered by contingency of original contract. This is not an increase to the original budget. Next steps: This increase is covered by contingency of original contract with Flint so this increase will not go to the board for approval. 				
B. Kinder play yard request	Luigi ES	SPEC	\$14,185.40	LAPC
<p>MINUTES</p> <ul style="list-style-type: none"> Luigi has a dedicated kindergarten playground. The school and parent club propose additional play items for this area, now that the playground is used by kinder and TK classes. Parent club funds would pay for these proposed items. Committee would like to know cost of other ground covers. Members request to know costs for pour-in-place ground as a few options: under the entire playground; under only the part of the playground where the new play items would go. Next steps: The committee will consider options at next FSC meeting. 				

C. Solar project IOR services	Multiple sites	Jerome Zalinski	\$46,500	General Fund
<p>MINUTES</p> <ul style="list-style-type: none"> This contract is for required inspector of record services for the solar projects being installed at these district schools: Eliot, El Roble, Glen View, Luigi, Rod Kelley, Solorsano. Shade structures are going into Las Animas, Rucker and Mt. Madonna. This will be a DSA project. Expected to be done over the summer. Next steps: Paul send report of solar and shade locations to committee. The IOR contract will go the board for approval. 				
D. Permission to use Rod Kelley as re-unification site	SCCOE SCA	SCCOE	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> State licensing board is asking the Santa Clara County Office of Education for a re-unification site for its preschool program as part of the re-licensing process. SCCOE is proposing Rod Kelley ES the re-unification site. Next steps: Paul will send an updated proposal (with revised language) to committee for its consideration. 				
E. Request to solicit bids for gate project	Multiple sites	TBD	TBD	General Fund
<p>MINUTES</p> <ul style="list-style-type: none"> Notice to bidders will go out Feb. 10, subject to board approval Feb. 9. Bids due March 10. Award of bid is expected to go to the board at the second meeting in March. Next steps: The permission to solicit bid is going to the board for approval. 				

3. ALVARO MEZA'S ITEMS

ITEM	SITE	VENDOR	COST	FUNDING SOURCE
A."Bass Rule" resolution	District-wide	N/A	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> The committee had edits to the resolution language: <ul style="list-style-type: none"> Remove sentences 2, 3, 4 to focus less on climate change. James would like to replace those with a sentence that focuses more on beautification; he suggests looking to wording from the Arbor Day Foundation. Linda suggests changing "sustainable practices" in sentence 1 to be about beautification instead as well, with also looking to Arbor Day Foundation for wording. Edit sentence 5: Do not use GUSD acronym; spell out full name of district. James would like a new proposed board policy to go along with the resolution so the tree policy becomes official district procedure and staff knows what to do when a tree has to be removed. Next steps: The committee would like a proposed new board policy as well as the updated resolution to go to the board for approval. 				

B. Update on Power School Facilities proposal INFORMATION ONLY	N/A	N/A	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> Mandy Reedy had proposed a new building for a community center for after-school programs. Because of funding rules, this proposed building would be to have completed by September. The committee does not support considering the area near Gilroy Prep and South Valley MS as a location for this potential project. Dr. Flores has asked Mandy to prepare a proposal about the programming needs for this proposal. Dr. Flores also requested confirmation from the California Department of Education that a proposal would be approved and funded. Next steps: Committee does not have a specific recommendation. More information is needed about the funding. Dr. Flores has asked Mandy for a proposal to share with the committee. 				
C. City of Gilroy: Grant for 10 th Street Bridge	N/A	N/A	N/A	N/A
<p>MINUTES</p> <ul style="list-style-type: none"> The City of Gilroy revisited a possible project to extend 10th Street with a bridge. The possible proposal would be an installation of a bridge and round-about only. The city is pursuing a grant to fund this and has asked the district for a letter of support as part of the grant application. Next steps: The district will provide a letter of support for the bridge and round-about. The committee would to discuss with City of Gilroy how this project would affect Gilroy HS traffic and parking. 				

OTHER PROJECTS/FACILITY ISSUES AT SITES

DISTRICT OFFICE:

- Developer is considering new apartment building on Monterey Road. City asked for feedback about potential student transportation issues. Paul will get more details for a potential future FSC agenda information item.

Adjourned: 10:40 a.m.

NEXT MEETING: 9 A.M. FRIDAY, MARCH 3, 2023



Gilroy Unified School District

Verification Session

Facility Committee

CA Contracting Program GC §4217

Presented by:
ABM Building Solutions, LLC

CSLB #976012

March
3
2023



Project Benefits for the Gilroy USD Community

Increase productivity and health of students and employees.



Capture significant energy savings and general fund relief.

Eliminate portable restrooms at Rucker Elementary – Protect district-wide infrastructure.

Meet Governing Board facility improvement initiatives – stretch the impact of Measure E funds.

Strengthen your role as a positive steward of District's physical and fiscal resources.

Steps completed up to now

Memorandum of
Understanding
7/19/2022

Preliminary
Assessment
8-9/2022

Master Development
Agreement
12/15/2022

WE ARE HERE



Verification Session
(Scope)
3/3/2023

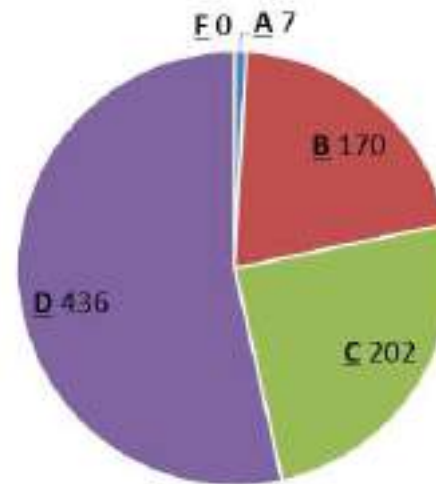
HVAC Upgrades

Recommended Scope:

Measure	No. of units
1. Replace/Upgrade 436 HVAC units - Package Roof Top Units, Package Wall Mounted Units, Split Systems & Exhaust Fans	436

ABM HVAC Unit Grading:

Grade	Qty	%	Grade Description
A	7	0.9%	0-4years: Very New
B	170	20.9%	5-11years: New or Newish
C	202	24.8%	12-14years: Aging
D	436	53.5%	15+ years: Aged
F	0	0.0%	Not functioning
Total No. of Units	815		



GUSD Facilities:

- ✓ Gilroy HS
- ✓ A. Solorsano MS
- ✓ El Roble ES
- ✓ Eliot ES
- ✓ Glenview ES
- ✓ Las Animas ES
- ✓ Rucker ES
- ✓ Mt. Madonna HS
- ✓ GECA
- ✓ Luigi Aprea ES
- ✓ Rod Kelley ES
- ✓ District Office
- ✓ Maintenance Office

District wide preliminary numbers:

- Annual Energy Saved 96,046 kWh
- Annual Energy Saved 7,816 Therm
- Annual utility dollars saved **\$33,815**

**Brownell MS & Gilroy HS XY Bldg were not included in audit*

Lighting Upgrades



Recommended Scope:

Measure	No. of units
1. Replacing linear fluorescent lamps with new LED lamps at all facilities	18,303 LED lamps
2. Replacing recessed downlights with new LED fixtures at various facilities	778 LED fixtures
3. Replacing compact fluorescent lamps with new LED lamps at various facilities	359 LED lamps
4. Replacing various exterior area lights, flood lights and wallpacks with new LED fixtures at various facilities	54 LED fixtures
5. Replace non LED high bays with new LED high bay fixtures at Glen View ES and Solorsano MS	67 LED fixtures
6. Replace linear fluorescent fixtures with new LED fixtures at various facilities	292 LED fixtures

GUSD Facilities:

- ✓ Christopher HS
- ✓ Gilroy HS
- ✓ A. Solorsano MS
- ✓ Elliot ES
- ✓ El Roble ES
- ✓ Glen View ES
- ✓ Las Animas ES
- ✓ Rod Kelley ES
- ✓ Rucker ES
- ✓ GECA
- ✓ Maintenance Building
- ✓ District Office

District wide preliminary numbers:

- Annual Energy Saved 662,033 kWh
- Annual utility dollars saved **\$188,227**

Domestic Water Conservation

Recommended Scope:

Measure	No. of fixtures
1. Installation of (416) 0.5 GPM aerators on restroom faucets and (397) 1.5 GPM aerators on general purposes faucets	813
2. Replace existing 1.0 & 1.5 GPF urinals with new, 0.125 GPF ultra-high efficiency urinals	94
3. Replace existing 3.5 GPF toilets with new, UHE 1.28 GPF toilets	20
4. Installation of new 1.6 GPF diaphragms and internal flush valve parts on existing 1.6 GPF toilets	146
5. Installation of hands-free, foot-operated pedal valves in high-use sink applications	58
6. Installation of Chill-Tech heat exchanger on large air-cooled commercial ice machines	6

Gilroy USD Facilities:



- ✓ Elliot ES
- ✓ El Roble ES
- ✓ Las Animas ES
- ✓ Luigi Aprea ES
- ✓ Rucker ES
- ✓ Glen View ES
- ✓ Gilroy HS
- ✓ GECA
- ✓ Christopher HS
- ✓ GUSD Office
- ✓ Charter Prep
- ✓ Maintenance Shop
- ✓ Rod Kelley ES
- ✓ Mt. Madonna HS
- ✓ A. Soloranso MS

District wide preliminary numbers:

- Annual Water Saved 5,112 Kgals
- Annual Energy Saved 825 MMBtu
- Annual utility dollars saved **\$67,406**

Irrigation Controller Upgrades

Scope:

Measure	No. of measures
1. Install WeatherTRAK Smart Irrigation controllers	28
2. Install Flow Sensors	9



Gilroy USD Facilities:



- ✓ Gilroy HS
- ✓ A. Solorsano MS
- ✓ El Roble ES
- ✓ Eliot ES
- ✓ Glenview ES
- ✓ Las Animas ES
- ✓ Luigi Aprea ES
- ✓ Rod Kelley ES
- ✓ District Office

District wide preliminary numbers:

- Annual water saved 6,051 KGals
- Annual utility dollars saved **\$32,639**

Building Envelope Upgrades

Scope:

Measure	No. of measures
1. Door and Window Caulking Includes 2,316 linear feet of caulking	2316
2. Weather Stripping Includes 24 Overhead Garage Doors, and 746 other doors	770
3. Over Hang Air Sealing/Wall Air Sealing Includes 45,565 linear feet to mitigate air leakage	48,591

Gilroy USD Facilities:



- ✓ A. Solorsano MS
- ✓ District Office
- ✓ Charter Prep
- ✓ Christopher HS
- ✓ GECA
- ✓ El Roble ES
- ✓ Eliot ES
- ✓ Gilroy HS
- ✓ Glen View ES
- ✓ Las Animas ES
- ✓ Luigi Aprea ES
- ✓ Maintenance
- ✓ Mt. Madonna HS
- ✓ Rod Kelley ES
- ✓ Rucker ES

District wide preliminary numbers:

- Annual Energy Saved 1,775 mmBtu
- Annual utility dollars saved **\$72,605**

Transformer Upgrades

Recommended Scope:

Measure	No. of fixtures
1. Remove 38 Inefficient, Low-Voltage Transformers Ranging in Size From 15 to 225 kVA	N/A
2. Replace with New Ultra-Low Loss Transformers	38

Existing:



Replacements:



GUSD Facilities:

- ✓ Gilroy HS
- ✓ A. Solorsano MS
- ✓ Rod Kelley ES
- ✓ El Roble ES
- ✓ District Office

District wide preliminary numbers:

- Annual Energy Saved **217,472 kWh**
- Annual utility dollars saved **\$50,338**

Natural Gas Back-Up Generation

Recommended Scope:

- 1x 150kW – Industrial Generator Set – Level 2 Enclosure
- 1x 300kW – Industrial Generator Set – Level 2 Enclosure



GUSD Facilities:

- ✓ Rucker ES
- ✓ District Office

District benefits:

- No disruption to the school day at Rucker ES during utility power outages
- No disruption or downtime at District Office during utility power outages

Recycled Water (De-scoped)



Gilroy USD – Potential Project CO₂ Emissions Offset



- Preliminary calculated energy savings offset by ABM's suggested measures for one year;

Gas and Electricity combined savings offsets **870 Metric Tons of CO₂**

- This is the equivalent of annually offsetting;



**figures in graphic calculated using the US Environmental Protection Agency – Greenhouse Gas Equivalencies Calculator*

Leveraging Savings for Funding with CA 4217

SOLUTIONS ARE FUNDED THROUGH
EXISTING OPERATIONAL BUDGET

Financial Overview

Area of Savings	Amount
Utility Savings	\$445K
Maintenance and Operational Savings	\$150K
Total First Year Savings	\$601K*

** Includes an annual Cost Avoidance Savings of \$6K to eliminate Rucker portable toilets. **Project estimate based on 20 years with 5% escalation of energy costs per year.*



\$13M
Potential
Non-Capital
Funds for
Measures**

Process and Project Timeline – What's Next



- March 23 – Governing Board Presentation
- April 14 – Facility Committee Verification Meeting (Prelim Pricing)
- May 4 – Board Presentation
- April – Selection of Finance Partner
- May – Contract Development / Legal Review – April
- May 5 – Facility Committee Verification Meeting (Final Pricing)
- June 15 – Governing Board for Consideration of Approval
- July – Project Implementation



Thank You

ABM Building Solutions, LLC.

Tony Roehrick, Ed.D.

Tony.Roehrick@abm.com

707.205.0755



CARROLL ENGINEERING, INC.

AGREEMENT FOR ENGINEERING SERVICES

Date: February 15, 2023

This Agreement, by and between:

GILROY UNIFIED SCHOOL DISTRICT
Attn: Paul Nadeau, Director of Facilities
7810 Arroyo Circle
Gilroy, CA 95020
Phone: 669-205-7921
Email: paul.nadeau@gilroyunified.org

herein referred to as CLIENT, and

CARROLL ENGINEERING, INC.
Engineers & Surveyors
1101 So. Winchester Blvd., Suite #H-184
San Jose, CA 95128-3903
408-261-9800 / FAX: 408-261-0595

herein referred to as CONSULTANT, is for Professional Services in connection with the project described as follows:

I. PROJECT:
Mt Madonna High School, 8750 Hirasaki Ct, Gilroy, CA – ADA Upgrades Project

II. SCOPE OF SERVICES:

Ground Topographic Survey:

CONSULTANT will prepare a survey with detailed ground topographic information for the area shown on attached Exhibit “A” to include the following:

- 1) Spot elevations across the site at an approximate 50 foot grid and at all grade breaks.
- 2) Surface visible utilities.
- 3) Invert and flow line data for existing storm and sanitary sewers including direction of lines. If confirmable from field observation, storm and sanitary lines will be shown connected to their respective utility structure.
- 4) Contours provided at 1 foot intervals.
- 5) Existing structures.
- 6) Existing fences, walls and light standards.
- 7) Trees over 6” in diameter.

Underground Utility Survey:

Underground utility survey is included for the area as shown on the attached Exhibit "A". CONSULTANT will prepare an "As Built" underground survey of the site. The Utility Survey is to include all underground utilities and visible references to underground features as marked by underground locating firm that can reasonably be found.

CONSULTANT will add the utilities as located by underground locating firm to the above topographic survey. The Underground Utility Survey will include the following information, as needed:

- (a) Rim and invert locations and elevations,
- (b) Locations of on-site Sanitary Sewer lines.
- (c) Locations and sizes of on-site Storm Drainage lines.
- (d) Locations of on-site Gas Piping.
- (e) Locations of on-site Water Lines.
- (f) Locations of site electrical conduits.
- (g) Valves, overhead utility lines, pumps, manholes, transformers, etc.

Utility lines to be shown on the drawings prepared under this Agreement are derived from record data, reference to visible surface facilities, and/or surface markings made by underground locating companies using electronic utility marking devices. While CONSULTANT and its sub consultants shall endeavor to provide complete surveys, such surveys are subject to limitations as to utilities detected and some line structures cannot be detected. Locations, depths and sizes shown are approximations only. No potholing or other excavation for verification is included under this Agreement.

CONSULTANT can assume no responsibility for the completeness or accuracy of its delineation of such underground utilities, or for the existence of other buried objects or utilities, which may be encountered, but are not shown on these drawings.

Actual location and size, together with the presence of any additional utility lines shall be the responsibility of the contractor to verify prior to construction.

III. COMPENSATION:

CLIENT shall pay CONSULTANT the following fees for the Professional Services performed under II above:

A. Basic Services:

- 1. Ground Topographic Survey \$ 5,700.00
- 2. Underground Utility Survey \$ 2,300.00
- Total Fee: \$ 8,000.00

B. Additional Services:

- 1. In the event that extra work is needed, and upon written authorization from CLIENT, the following hourly rates for CONSULTANT shall be used:
 - a. Principal Engineer.....\$257.00/hr.
 - b. Principal Surveyor\$236.00/hr.
 - c. Associate Engineer.....\$215.00/hr.
 - d. Project Engineer.....\$189.00/hr.
 - e. Assistant Engineer.....\$163.00/hr.
 - f. Survey Assistant (Office)\$163.00/hr.
 - g. CAD Operator/Drafter\$139.00/hr.
 - h. Administrative/Clerical.....\$ 89.00/hr.
 - i. Field Surveys\$278.00/hr.

2. Reimbursable expenses shall be paid as follows:
 - a. Authorized miscellaneous expenses..... Cost+ 10%
 - b. Mileage Federal Standard Rate

C. Method of Payment:

Progress billings for all items of service will be made monthly based upon the percentage of work completed to date. The total fee indicated for each item of service will be billed upon completion of work in that category. Additional services will be billed monthly.

Payment of invoices are due upon receipt. Payments not received within thirty (30) days of the invoice date shall result in a suspension of further work on the project until all amounts are received and the account is current. Interest at the rate of 1-1/2% per month (18% per annum) shall be applied to all amounts due after 30 days of the invoice date.

IV. ASSUMPTIONS AND CONDITIONS:

The description of work and associated fees outlined in this Agreement take into consideration the following assumptions and conditions:

- 1) Any required environmental documents, mitigations or identification of same are specifically excluded.
- 2) Design services are excluded.
- 3) Geotechnical investigation is excluded.
- 4) Tree sizes and locations will be shown on the survey. Tree types shall be determined by an arborist as hired by CLIENT.

V. OWNER'S RESPONSIBILITIES:

See Paragraph IV.

VI. GENERAL:

A. Limitation of Liability: CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and CONSULTANT'S fees for services. Risks have been allocated such that the CLIENT agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to the owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement shall not exceed the total amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). Such causes include, but are not limited, to CONSULTANT'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

THEREFORE, the CLIENT agrees to limit CONSULTANT'S professional liability to the owner and to all construction contractors and sub-contractors or to any other company, organization, or individuals whether or not they are performing work on the project, due to any claim or any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of CONSULTANT to those named shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

B. Indemnity:

CONSULTANT agrees to indemnify and hold CLIENT harmless from liability for damages arising out of the performance of CONSULTANT'S services on this project to the extent that such liability is caused by CONSULTANT'S negligent acts, errors or omissions under this agreement.

CONSULTANT has no obligation to pay for any of the indemnitees defense related cost prior to a final determination of liability or to pay any amount that exceeds the finally determined percentage of liability based upon the comparative fault of CONSULTANT.

The CLIENT, by execution of this Agreement, agrees to indemnify and hold harmless CONSULTANT from any and all claims, losses and liability arising out of the negligent acts of CLIENT in the performance of this Agreement which is found not to have been directly caused by the sole negligence or willful misconduct of CONSULTANT.

C. Reliance upon provided data:

CONSULTANT shall be entitled to rely upon the accuracy and completeness of the plans, services, information and reports furnished by CLIENT.

D. Hazardous Materials:

Except as provided in this Agreement, CONSULTANT and CONSULTANT'S sub-consultants shall have NO responsibility for the presence, discovery, handling, removal or disposal of, or exposure to persons of hazardous materials in any form at the project site or environs, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), fossil fuels or any other toxic substances.

E. Archaeological Findings:

Except as provided in this Agreement, CONSULTANT and CONSULTANT'S sub-consultants shall have NO responsibility for the presence, discovery, handling, removal or disposal of, archaeological finds or artifacts in any form at the project site or environs.

VII. STANDARD PROVISIONS:

- 1) CLIENT acknowledges CONSULTANT has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless CONSULTANT is responsible for such early termination, CLIENT agrees to release CONSULTANT from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, CLIENT shall pay CONSULTANT all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. CLIENT acknowledges if the project services are suspended and restarted, there may be additional charges due to suspension of the services which will be agreed upon between CLIENT and CONSULTANT prior to CONSULTANT restarting services.
- 2) In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.
- 3) CLIENT agrees that in the event CONSULTANT institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county of Santa Clara, CA.
- 4) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.


(b) Subdivision (a) shall not preclude or limit CONSULTANT’S right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit CONSULTANT’S right to record, perfect or enforce applicable mechanic’s lien or stop notice remedies.

The above is mutually agreed to this 15th day of February, 2023.

CONSULTANT

CARROLL ENGINEERING, INC.
Engineers & Surveyors
1101 So. Winchester Blvd., Suite #H-184
San Jose, CA 95128-3903


Robert V. Henry, P.E., QSP/QSD
President
RCE License No. 60443

CEI Project #: 2986

CLIENT

GILROY UNIFIED SCHOOL DISTRICT
7810 Arroyo Circle
Gilroy, CA 95020

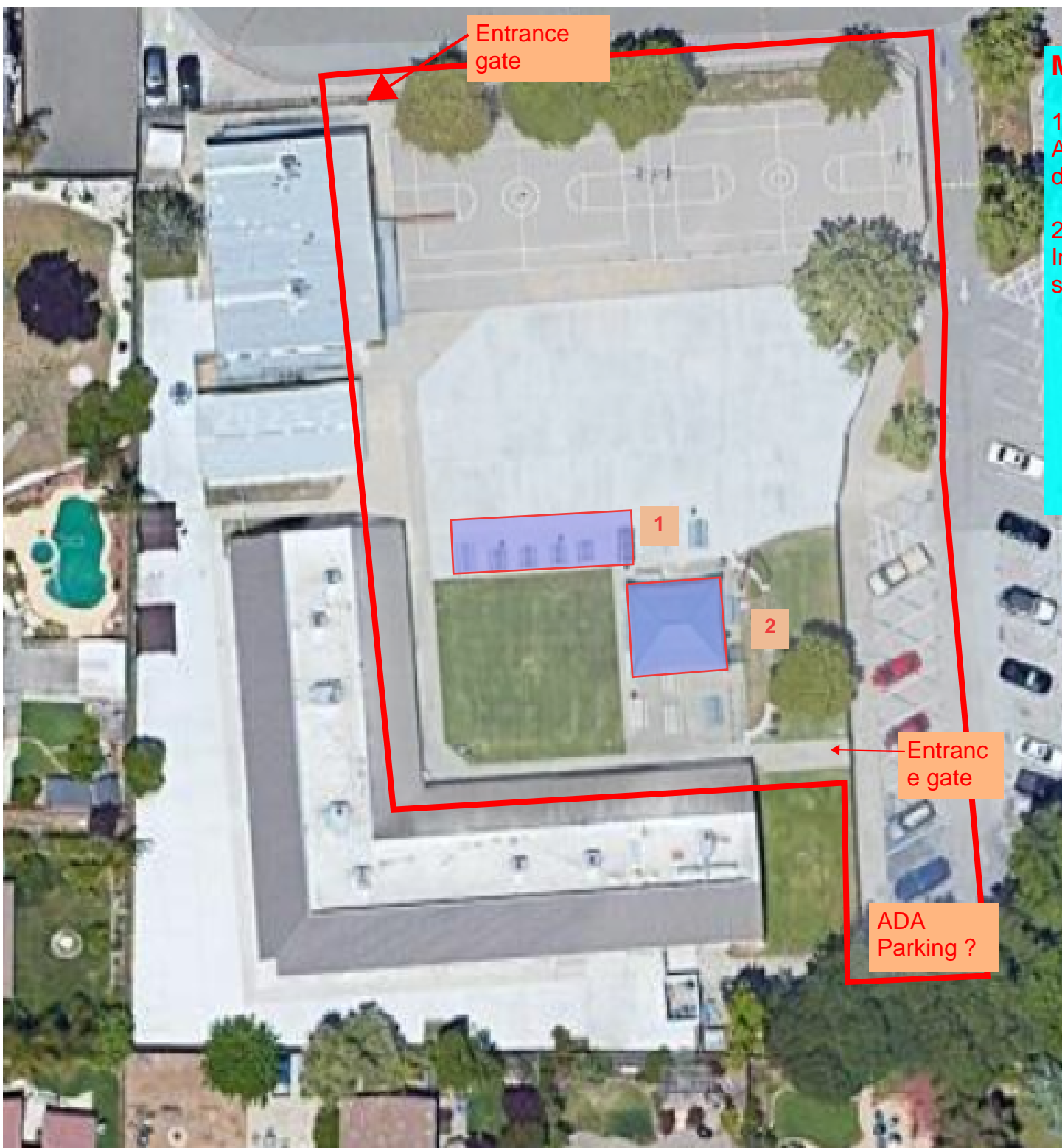
By

Title

Date

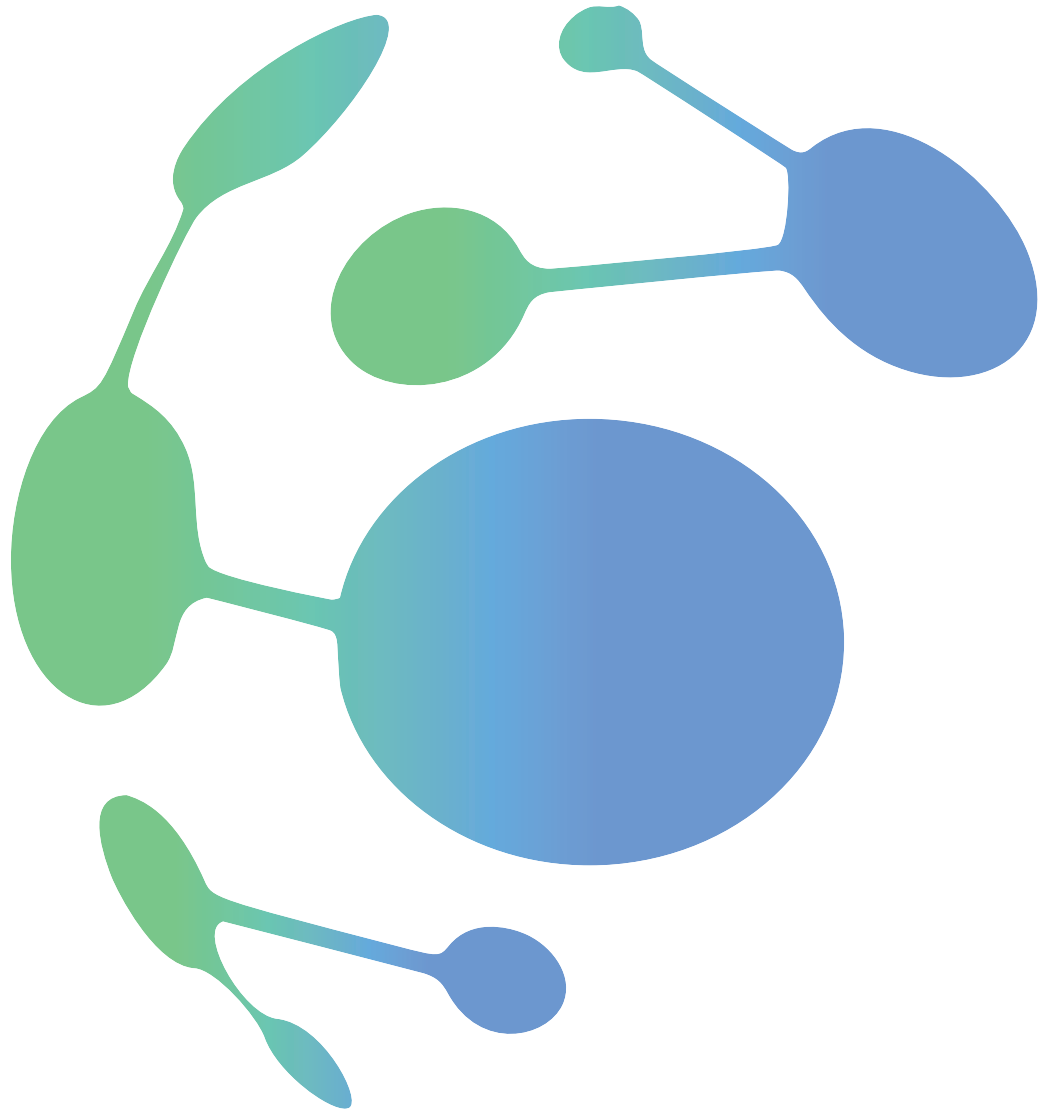
MT. MADONNA HIGH SCHOOL

1. 20X 50 4 Post Hip
ADA access requires location determined
2. 28x25 Hip
In existing location. Replace non DSA structure.



I n f r a M a p p a
I n f r a s t r u c t u r e m a p p i n g
a s a s e r v i c e

On-Boarding Methodology and References



1483 York Avenue #20643

New York NY, 10075

855.999.9911 | InfraMappa.com

SOFTWARE ON-BOARDING METHODOLOGY

The on-boarding process is available to all customers with an active subscription for all facilities listed in the on-boarding Scope Summary (Appendix B). Our team has established the following methodology and tasks in support of on-boarding the data into the InfraMappa application.

DATA ACQUISITION



You may have already taken some action on making an inventory of maps and plans. Maybe you sorted and labeled them to facilitate access. Or perhaps you scanned them into PDF files and created a keywords index.

These are important steps to unlocking the power in the InfraMappa application and our team is here to help you prepare your plans to be imported into the InfraMappa application. Our team will manage the inventory and acquisition process of your applicable plan sets. If your plans are hard copies only and require scanning into a PDF format we will also coordinate the scanning process with your preferred local print shop or one of our valued partners.

Our best practice is to begin with your latest topographic CAD base map as well as any CAD utility base map you may already have. We will import all scanned plan sets you have. Additionally, we will import any GIS data you may already have collected into our Open Geospatial Consortium (OGC) compliant system. Our team can import files from the following formats: KML, GML, SHP, CAD and many more.

Another critical component to a complete picture of your infrastructure is the high-resolution aerial image we will provide. The InfraMappa team and our aerial partner will work with you to identify optimal timing for image collection. The optimal time is when there is low site activity, such as parked cars, pedestrians, and other potential obstructions.



Once the digital plan sets and data are received, our data entry team will process each plan set, working through each set chronologically from oldest to newest, also correlating the site infrastructure geometry and attribute data (e.g. pipe diameter, material, etc.). As part of this process, our team uses the new high-resolution aerial imagery to confirm the accuracy of the mapped geometry.

As each set is processed, our QA/QC team reviews the map to ensure that mapped elements are placed in the correct locations and have the correct attribute data associated with them.

MAP CREATION



MAP ENHANCEMENT



Since InfraMappa's reporting engine is dynamically tied to the mapped model and each change informs the report, our data analysis and reporting team will do the initial base parameter configuration for the report engine.

Another important component is the information you may need about an asset's manufacturer, construction date, remaining life, material and other attributes to manage your infrastructure. Our data analysis and reporting team will review the map and data, applying additional attribute information for our reports, and normalize the data entry to better inform maintenance budgets, risk management, and day to day maintenance and operations.

This process is critical for informing InfraMappa's map filter functionality and creating custom map views based on your infrastructure asset attribute information and the extended information that our team links to the geometric model.

Throughout the on-boarding process, you will see your mapped assets and their data go through all of the previous processes. Our team will continuously work with your team providing updates to the status of the on-boarding process and the remaining tasks.

Once the on-boarding is completed our team will coordinate a web hosted training session to train the user functions and the administration functions of the InfraMappa application. Throughout your InfraMappa subscription, we will meet with your team quarterly to ensure the map and data remain up to date as your facility changes, implementing any additional on-boarding that is necessary.

PUBLISHING & TRAINING



The screenshot displays the Urban Drainage software interface. The main view is a 3D aerial perspective of a building complex with a drainage network overlaid. The network consists of lines representing drains, with colored dots (green, red, blue, yellow) indicating specific points or features. A 'Storm Drainage' dialog box is open in the center, containing the following fields and values:

Field	Value
Name	1
Material	100
Description	1000000
Inlet Spacing	17.25
Inlet	10.00
Elevation	1

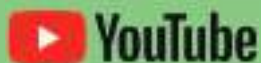
Below the fields is a blue button labeled 'Calculate Storm'. The interface also includes a top menu bar with 'URBAN DRAINAGE', 'PLAN VIEW', and 'REPORTS'. A right sidebar shows 'Map Editing' and a search icon. The bottom left corner has a 'URBAN DRAINAGE' logo, and the bottom right corner has a Google Maps logo.

[illegible]

Testimonials

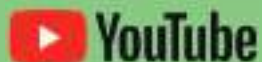
"We save over \$200,000 a year just on effluent charges for one campus."

Joe Fullerton
Former Energy and Sustainability Manager,
San Mateo Community College District



"Having a smart mapping system at our fingertips has really helped us. It did have a monetary impact as well as a time impact when it comes to doing certain things around the college campus."

Greg Nelson
Vice-President of Finance and College Operations College
of Marin



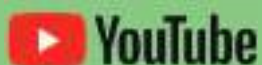
"When I saw [InfraMappa] I immediately recognized this was a good value for our district and a good solution."

Terrance Degray
Associate Vice Chancellor, Physical Plant Development & Operations,
San Jose-Evergreen Community College District



"We have been successful with a majority of our grants. In the last 5 years, we have secured 5 Million dollars in grants to support various projects. This is a huge asset to CAP planners and I would strongly recommend for them to use it, it's information at your fingertips."

Serafin Fernandez
Capital Planner, Santa Rosa Junior College District



San Mateo Community College District

Established in 1922, San Mateo Community College District is comprised of three campuses: College of San Mateo at the northern end of Silicon Valley, Skyline College in the coastal town of Pacifica, and Cañada college located in the heart of Silicon Valley.

After many years of improvements under the publicly approved bond Measure A, the San Mateo Community College District wanted to ensure that the improvements they made were documented in an online secure system to help their facilities and M&O departments best manage the new infrastructure, as well as the aging infrastructure. The District also found the InfraMappa system to be extremely useful in planning additional projects as well as for analysis for their upcoming bond Measure H.

USE CASES

- Saved \$200,000 annually by showing the local water utility that waste water was not going down the drain.
- Helped facilitate California Prop. 39 energy efficiency lighting upgrades.
- Quick emergency response to gas leak under a brand new concrete pool deck, and helped with a solution to bore a new replacement gas line.
- Documented institutional knowledge.
- Facilitated planning of multiple new buildings.
- Helps create shovel ready jobs to take advantage of local, state and federal infrastructure grants and funds.

"We save over \$200,000 a year just on effluent charges for one campus."

Joe Fullerton
Former Energy and Sustainability Manager



KEY STATISTICS

- 100+ Users
- 389 Acres
- 3 Campuses
- 45,000 students
- 100+ Miles of underground assets
- 80+ Buildings
- Active user for 7 years



College of Marin



College of Marin operates two campuses: their main campus in Kentfield located just 10 miles north of the Golden Gate bridge, and Indian Valley College in Novato at the north end of Marin County.

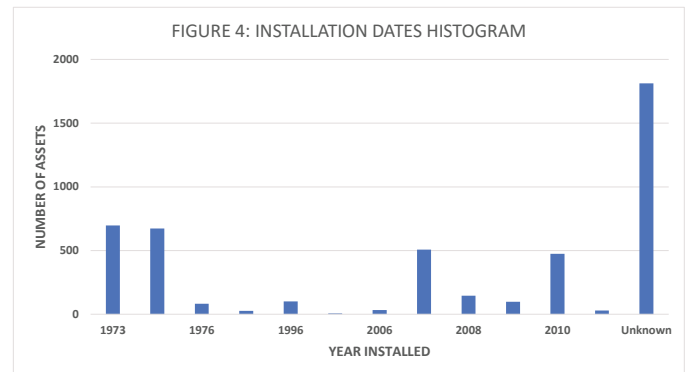
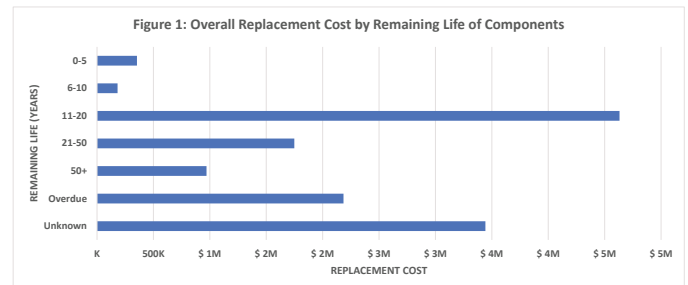
Faced with the reality that key long-term facilities staff were retiring and institutional knowledge was in danger of being lost forever, College of Marin implemented the InfraMappa cloud application. This proved to be pivotal in helping inform their 2016 Measure B facilities bond.

USE CASES

- Facilitated Measure B Facilities Improvement master planning and construction.
- Helped in planning and installing a Tesla Energy Power-pack energy storage system that required navigating around nearly 900 geothermal wells.
- Documented institutional knowledge.
- Facilitated California Prop. 39 energy efficiency lighting upgrades.

KEY STATISTICS

- 20+ Users
- 387 Acres
- 2 Campuses
- 13,000 students
- 55+ Miles of underground assets
- 50+ Buildings
- Active user for 7 years



"Having a smart mapping system at our fingertips has really helped us. It did have a monetary impact as well as a time impact when it comes to doing certain things around the college campus."

Greg Nelson

Vice-President of Finance and College Operations
College of Marin

Peralta Community College District

Founded in 1964, Peralta Community College District is comprised of six campuses spread across northern California. The flagship campus Laney College is located in downtown Oakland while Merritt College and College of Alameda are suburban campuses and Berkeley City College is located in a single multistory building in downtown Berkeley. Peralta also operates two satellite campuses.

The District passed a new bond Measure G for up to \$800 million for a district-wide facilities master plan and modernization projects. In preparation for the planning and design of the master plan, Peralta Community College District implemented InfraMappa. The District recognized that it needed a system to organize and compile all of the original plan sets into an easily accessible single source of information, and a place where they could capture as-built information when each project is completed.

USE CASES

- Informing Master Plan decisions, scope and budget of projects.
- Allows quick access to searchable plans and contextualized asset information.
- Helping document institutional knowledge.
- Provides risk management tools for staff.

KEY STATISTICS

- 50+ Users
- 272 Acres
- 6 Campuses
- 30,000 students
- 95+ Miles of underground assets
- 75+ Buildings
- Active user for 4 years



"Without the use of this GIS technology we would have spent far more time and experienced hundreds of thousands of dollars in unnecessary planning and construction costs."

Leigh Sata

Former Vice Chancellor of General Services



San Jose Evergreen Community College District

San Jose-Evergreen Community College District consists of three campuses in the heart of Silicon Valley. Founded in 1921, the San Jose City College campus dates to 1953 and the Evergreen Valley College campus to 1970 with a newer campus extension in Milpitas.

After the approval of a \$748 million dollar bond, the district began planning projects for campus improvements and expansion. As part of the process they quickly identified the need to replace their antiquated hard copy plan room with a new digital solution.

With InfraMappa, San Jose-Evergreen Community College District could not only bring their antiquated plan room into the 21st century, but also address the design and planning needs for all of the district's upcoming projects.

USE CASES

- Assisting in construction of San Jose City College's new Career Education Complex, a \$180 Million, zero net energy building.
- Centralizing utility information.
- Pre-Construction planning and design for future campus construction.

KEY STATISTICS

- 60+ Users
- 237 Acres
- 3 Campuses
- 20,000 students
- 120+ Miles of underground assets
- 60+ Buildings
- Active user for 2 years

"When I saw InfraMappa I immediately recognized this was a good value for our district and a good solution."

Terrance Degray

Associate Vice Chancellor, Physical Plant Development & Operations



Sonoma County Junior College District

The Sonoma County Junior College District (SCJCD) consists of their main campus in Santa Rosa, and three additional satellite campuses: the Petaluma Campus, the Public Safety Training Center in Windsor, and Shone Farm an agricultural campus in Forestville.

Upon passing of Measure H, a \$410 million bond for district wide facilities upgrades, SCJCD recognized that InfraMappa would be a key to maximizing their use of these funds.

Taking a cautious approach, the District first implemented a pilot project at the Petaluma campus. After seeing proven success and value, they quickly implemented InfraMappa in both the main campus in Santa Rosa and the Public Safety Training Center in Windsor. As their focus shifted to planning projects at Shone Farm the district rolled out InfraMappa to that campus as well.

USE CASES

- Assisted in securing grant funds.
- Helped facilitate Measure H facilities improvement master planning and construction.
- Added tree layer to manage heritage oak trees and general tree maintenance.
- Documented institutional knowledge.



KEY STATISTICS

- 30+ Users
- 525 Acres
- 4 Campuses
- 26,000 students
- 86+ Miles of underground assets
- 75+ Buildings
- Active user for 7 years



"We have been successful with a majority of our grants. This is a huge asset to CAP planners; it's information at your fingertips."

Serafin Fernandez
Capital Planner

InfraMappa Quotation and Agreement

This execution quotation and agreement is for software as a service license for the named client.



1483 York Avenue #20643

New York NY, 10075

855.999.9911 | InfraMappa.com

1. Fee Schedule:

Include	Campus Name	Quantity (Term)	Subscription Type	Annual Fee	Multi Year Discount	Total
<input type="checkbox"/>	El Roble Elem. School	1 Yr.	PRO	\$2,100	n/a	
<input type="checkbox"/>	Eliot Elem.School	1 Yr.	PRO	\$2,100	n/a	
<input type="checkbox"/>	Glen View Elem. School	1 Yr.	PRO	\$2,100	n/a	
<input type="checkbox"/>	Las Animas Elem. School	1 Yr.	PRO	\$2,100	n/a	
<input type="checkbox"/>	Luigi Aprea Elem. School	1 Yr.	PRO	\$2,100	n/a	
<input type="checkbox"/>	Rod Kelley Elem. School	1 Yr.	PRO	\$2,100	n/a	
<input type="checkbox"/>	Rucker Elem. School	1 Yr.	PRO	\$2,100	n/a	
<input type="checkbox"/>	Solorsano Middle School	1 Yr.	PRO	\$3,000	n/a	
<input type="checkbox"/>	Brownell Middle School	1 Yr.	PRO	\$3,000	n/a	
<input type="checkbox"/>	South Valley Middle School	1 Yr.	PRO	\$3,000	n/a	
<input type="checkbox"/>	Christopher High School	1 Yr.	PRO	\$3,600	n/a	
<input type="checkbox"/>	Gilroy High School	1 Yr.	PRO	\$3,600	n/a	
<input type="checkbox"/>	District Office/Maintenance	1 Yr.	PRO	\$2,100	n/a	
<input type="checkbox"/>	Mt. Madonna Cont. High School	1 Yr.	PRO	\$2,100	n/a	
	Gilroy Unified School District Subtotal					
	Multi Campus Discount (10% if all campuses included)					
	Gilroy Unified School District Total					

- Access to InfraMappa's cloud software service per the scope as agreed upon: Provided for Gilroy Unified School District staff and admin approved vendors to access the service and to store infrastructure information for their campuses (See item 1 for campuses to be included subscription type based on option selected).
- The Services have been priced, and this Agreement has been entered by InfraMappa, based on the assumption that Customer will either pay in advance or continue to pay subscription fees for the full Term of this Agreement. Accordingly, the Customer shall not terminate this Agreement except for the unlikely termination caused by uncured breach of the contract by InfraMappa.
- Term of Service (Effective Date): Beginning on 4/1/2023, refer to item 1 for number of years.



1483 York Avenue #20643

New York NY, 10075

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5. This quote is good for 30 days from receipt.
6. A minimum of 5 campuses must be selected to qualify for the pricing listed in item 1.
7. Payment is due within 30 days of the effective date.
8. Signing this quote accepts the current license agreement (Appendix A) and scope (Appendix B).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of the Effective Date.

InfraMappa
Scott Salas
Director of Professional Services
February 9, 2023

Gilroy Unified School District
Paul Nadeau
Director of Facilities
Date:_____

Appendix A - Software as a Service License Agreement

This Software as a Service License Agreement (this “Agreement”), effective as per item 4 in the Quotation and Agreement (the “Effective Date”), is by and between InfraMappa, Inc. dba, a Delaware Corporation with offices located at 1483 York Avenue #20643, New York, NY, 10075 (hereinafter “InfraMappa”) and Gilroy Unified School District (hereinafter “Customer”). InfraMappa and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, InfraMappa provides access to the Services to its customers; and

WHEREAS, InfraMappa uses Customer Data to create Services Data to provide the Services to its customers; and

WHEREAS, Customer desires to access the Services, and InfraMappa desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AGREEMENT DOCUMENTS.

The documents forming the entire Agreement between InfraMappa and Customer shall consist of this Agreement including:

Appendix A – Software as a Service Agreement
Appendix B – Scope, Features and Support
Quotation and Agreement

In the event of any discrepancies or inconsistencies between the provisions of this Agreement and the Appendices, the provisions of this Agreement will prevail.

2. DEFINITIONS.

- 2.1. “Aggregated Statistics” means data and information related to Customer’s use of the Services that is used by InfraMappa in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 2.2. “Authorized User” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- 2.3. “Customer Data” means other than Aggregated Statistics, information, data, and other content, provided by or on behalf of Customer or an Authorized User.

- 2.4. "Service Data" means InfraMappa's digital maps and representations of Customer sites, utilities, and infrastructures that are produced by InfraMappa from Customer Data provided by Customer to InfraMappa.
- 2.5. "Documentation" means InfraMappa's user manuals, handbooks, and guides relating to the Services provided by InfraMappa to Customer either electronically or in hard copy form, and end user documentation relating to the Services.
- 2.6. "InfraMappa IP" means the Services, the Services Data, the Documentation, all source code, process flows, copyrights, patents, ideas, inventions, know how, trademarks, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, InfraMappa IP includes Aggregated Statistics and any information, data, or other content derived from InfraMappa's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- 2.7. "Services" means the software-as-a-service offering described in Appendix B, attached and incorporated herein by reference.
- 2.8. "Third-Party Products" means any third-party products described in Appendix B provided with or incorporated into the Services.

3. ACCESS AND USE.

- 3.1. Provision of Access. Subject to and conditioned on Customer's payment of Fees identified in the Quotation and Agreement and compliance with all other, the terms and conditions of this Agreement, InfraMappa hereby grants Customer a limited, non-exclusive, non-transferable (except in compliance with Section 13.7) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. InfraMappa shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in Appendix B, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.
- 3.2. Documentation License. Subject to the terms and conditions contained in this Agreement, InfraMappa hereby grants to Customer a limited, a non-exclusive, non-sub-licensable, non-transferable (except in compliance with Section 13.7) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services in accordance with the provisions and scope of this Agreement.
- 3.3. Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to

derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

- 3.4. **Reservation of Rights.** InfraMappa reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the InfraMappa IP.
- 3.5. **Suspension.** Notwithstanding anything to the contrary in this Agreement, InfraMappa may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Services if: (i) InfraMappa reasonably determines that (A) there is a threat or attack on any of the InfraMappa IP; (B) Customer's or any Authorized End User's use of the InfraMappa IP disrupts or poses a security risk to the InfraMappa IP or to any other customer or vendor of InfraMappa; (C) Customer, or any Authorized End User, is using the InfraMappa IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) InfraMappa's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (ii) any vendor of InfraMappa has suspended or terminated InfraMappa's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 6.1 (iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). InfraMappa shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. InfraMappa shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. InfraMappa will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.
- 3.6. **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, InfraMappa may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between InfraMappa and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by InfraMappa. Customer acknowledges that InfraMappa may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that InfraMappa may make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

4. CUSTOMER RESPONSIBILITIES.

- 4.1. General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions. The Parties acknowledge and agree that InfraMappa's access to, and the accuracy of, the Customer Data is vital to the efficacy and accuracy of the resulting Customer's use of the Software. The Parties expressly acknowledge and agree that insufficient, imprecise, incorrect, mistaken, or otherwise misleading Customer Data could result in inaccurate mapping and/or inaccurate data or reports produced through the Software. Customer further agrees that all such Customer Data shall be accurate and up-to-date to the extent that Customer knows, or should know, and Customer agrees to work with InfraMappa to identify and reconcile any inaccuracy or identifiable issue. In accordance with the foregoing, the Parties acknowledge and agree that InfraMappa can only reasonably assure the accuracy of the Software, based upon the Customer Data, input, cooperation and information provided or otherwise made available to InfraMappa. Any InfraMappa warranty and/or guarantee, whether express or implied, is granted only to the extent possible, based upon the Customer Data and Customer verifications provided and does not extend to any claim or liability which occurs as a result of misinformation, missing or inaccurate data, or any issue related to the Service resulting from Customer Data provided and/or verified by the Customer.
- 4.2. Third-Party Products. InfraMappa may make available or may request that Third-Party Products be utilized by Customer, in conjunction with the Services. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions, including those that may be referred to in Appendix B. In such event, InfraMappa may allow the third-party provider access to Customer Data, only as required for interoperation of such Third-Party Product with the Software. The Parties acknowledge and agree that unless explicitly stated to the contrary, InfraMappa assumes no liability or obligation of any Third-Party Product, including without limitation as it relates to the security, efficacy, accuracy, or compatibility, of such Third-Party Product as it relates to the Services, or access to Customer Data.

5. INFRAMAPPA RESPONSIBILITIES.

- 5.1. Service Levels. Subject to the terms and conditions of this Agreement, InfraMappa shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Appendix B, attached and incorporated herein by reference.
- 5.2. Support. As part of the Services provided, in addition to the access rights granted hereunder, InfraMappa shall provide Customer with support services described in Appendix B, as reasonably necessary or otherwise requested by Customer.

- 5.3. Privacy and Confidentiality. In addition to the requirements and obligations set forth in Section 7 of this Agreement.

6. FEES AND PAYMENT.

- 6.1. Fees. Customer shall pay, or cause to be paid, InfraMappa the fees ("Fees") as set forth in Subscription Fee Proposal without offset or deduction, except that Customer may offset charges under reasonable and good faith dispute. Customer shall make all payments hereunder in US dollars on or before the due date set forth in The Quotation. The Customer shall make best efforts to ensure timely payments. In the event invoices become overdue, the Customer shall promptly notify InfraMappa of the nature of the delay and both Parties shall make reasonable effort to reconcile and resolve the source of the delay concerning the payment in question. The liability of the Customer at any time shall be limited to the amount remaining under this Agreement.
- 6.2. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on InfraMappa's income.

7. CONFIDENTIAL INFORMATION.

- 7.1. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, in written or electronic form or media, that is, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder.
- 7.2. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings.
- 7.3. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the

disclosing Party that such Confidential Information has been destroyed.

- 7.4. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
- 7.5. Notwithstanding the foregoing, the Parties acknowledge that Customer may be subject to certain public record requirements, whereby if and as required, certain information which might otherwise be defined as Confidential Information, including this Agreement, may be required to be disclosed or made public upon request, in accordance with the public record requirements. The Parties further agree that any "Public Record" as defined by Government Code Sections 6250 et seq., to be any writing containing information relating to the conduct of public business, may be published and made available to the public as part of the Customer's Board of Trustees approval process. If appropriate, if any Confidential Information is required to be disclosed pursuant to the Customer's public record requirements, Customer shall notify InfraMappa of such disclosure, and provide reasonably sufficient detail regarding same. For the avoidance of doubt, so long as the disclosure of any Confidential Information is required or otherwise necessary, pursuant to the duty of Customer and its Public Record requirements, such disclosure shall not be a breach of this Section 7; provided however, Customer shall take all action reasonably necessary to limit the Confidential Information disclosed or made public, to only that which is required, and shall redact or otherwise protect any Confidential Information that is not required to be disclosed or published, including any that may be contained within any such Public Record.

8. INTELLECTUAL PROPERTY OWNERSHIP, FEEDBACK.

- 8.1. InfraMappa IP. Customer acknowledges that, as between Customer and InfraMappa, InfraMappa owns all rights, title, and interest, including all intellectual property rights, in and to the InfraMappa IP, and, with respect to Third-Party Products, InfraMappa owns all rights, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
- 8.2. Customer Data. InfraMappa acknowledges that, as between InfraMappa and Customer, Customer owns all rights, title, and interest, including all intellectual property rights, in and to the Customer Data used by InfraMappa to create the Service Data. Customer hereby grants to InfraMappa a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for InfraMappa to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display de-identified customer data incorporated within the Aggregated Statistics.
- 8.3. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to InfraMappa by mail, email, telephone, or otherwise, suggesting or recommending changes to the InfraMappa IP, including without limitation, new features or

functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), InfraMappa is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to InfraMappa on Customer’s behalf, and on behalf of its employees, contractors and/or agents, all rights, title, and interest in, and InfraMappa is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although InfraMappa is not required to use any Feedback.

9. LIMITED WARRANTY AND WARRANTY DISCLAIMER.

- 9.1. InfraMappa warrants that the Services will conform in all material respects to the service levels set forth in Appendix B when accessed and used in accordance with this Agreement. InfraMappa does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Appendix B. The remedies set forth in Appendix B are Customer’s sole remedies and InfraMappa’s sole liability under the limited warranty set forth in this Section 9.1. THE FOREGOING WARRANTY DOES NOT APPLY, AND INFRAMAPPA STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.
- 9.2. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9.1, THE INFRAMAPPA IP IS PROVIDED “AS IS” AND INFRAMAPPA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INFRAMAPPA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9.1, INFRAMAPPA MAKES NO WARRANTY OF ANY KIND THAT THE INFRAMAPPA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. INDEMNIFICATION.

- 10.1. InfraMappa Indemnification.
- 10.1.1. InfraMappa shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (“Losses”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party’s US intellectual property rights/US patents, copyrights, or trade secrets, provided that Customer promptly notifies InfraMappa in writing of the claim, cooperates with InfraMappa, and allows InfraMappa authority to control the defense and settlement of such claim, provided that InfraMappa may not settle any Third-Party Claim against Customer unless Customer consents to such settlement, and further provided that Customer will have the right, at its option, to participate in the defense thereof by counsel of its own choice.

- 10.1.2. If such a claim is made or appears possible, Customer agrees to permit InfraMappa to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If InfraMappa determines that neither alternative is reasonably available, InfraMappa may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer and refund a pro rata amount of amounts prepaid.
- 10.1.3. This Section 10.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by InfraMappa or authorized by InfraMappa in writing; (B) modifications to the Services not made by InfraMappa; (C) Customer Data; or (D) Third-Party Products.
- 10.1.4. Notwithstanding the foregoing, Third-Party Products set forth in Appendix B, Section 4 which are necessary to utilize the functionality of the InfraMappa services and are (i) authorized by InfraMappa in writing, for use in combination with the Services, and (ii) are expressly included in this Section 10.1.

10.2. Customer Indemnification.

Customer shall indemnify, hold harmless, and, at InfraMappa's option, defend InfraMappa from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by InfraMappa or authorized by InfraMappa in writing; or (iv) modifications to the Services not made by InfraMappa, provided that Customer may not settle any Third- Party Claim against InfraMappa unless InfraMappa consents to such settlement, and further provided that InfraMappa will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10.3. Sole Remedy.

THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND INFRAMAPPA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. LIMITATIONS OF LIABILITY.

- 11.1. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION,

REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

- 11.2. IN NO EVENT WILL INFRAMAPPA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00); PROVIDED HOWEVER, IN THE EVENT ANY SUCH LIABILITY EXCEEDS THE AMOUNT OF APPLICABLE AND AVAILABLE LIABILITY INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT, THE MAXIMUM OUT-OF-POCKET LIABILITY IS LIMITED TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY RECEIVED BY INFRAMAPPA AT THE TIME OF THE CLAIM. The foregoing limitation of liability shall not apply to any of the following claims, to the extent that InfraMappa is liable for such claims under this Agreement: (i) claims for damages for which InfraMappa has indemnified Customer; (ii) claims against vendor for causing a data breach; and (iii) claims damages for property damage, personal injury and/or death. For the avoidance of doubt, InfraMappa expressly disclaims any liability for any claim, including without limitation, for property damage, personal injury and/or death, which occurs as a result of inaccurate, missing or otherwise mistaken Customer Data.

12. TERM AND TERMINATION.

- 12.1. Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for five (5) years from such date (the "Initial Term"). Upon its expiration, the Parties may renew this Agreement for up to five (5) additional one-year terms upon mutual consent pursuant to a written extension ("Renewal Term").
- 12.2. Termination. In addition to any other express termination right set forth in this Agreement:
- 12.2.1. InfraMappa may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 (thirty) days after InfraMappa's delivery of written notice thereof; or (B) breaches any of its obligations under Section 3.3 or Section 7;
- 12.2.2. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 (thirty) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- 12.2.3. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks

to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- 12.3. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the InfraMappa IP and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of the InfraMappa IP and certify in writing to the InfraMappa that the InfraMappa IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.
- 12.4. Survival. This Section 12.4 and Sections 2, 6, 7, 8, 9.2, 10, 11, and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. MISCELLANEOUS.

- 13.1. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Appendices, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Appendices; (ii) second, the Appendices to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.
- 13.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- 13.3. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis,

including quarantine or other employee restrictions, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

- 13.4. **Amendment and Modification. Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 13.5. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 13.6. **Governing Law. Submission to Jurisdiction.** This Agreement, including all appendices attached hereto and incorporated herein by reference, is governed by and construed in accordance with the internal laws of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted in the federal courts of the United States or the courts of the State of California in each case located in the County of Marin, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.
- 13.7. **Assignment.** Neither Party may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- 13.8. **Export Regulation.** The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.
- 13.9. **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by

such Party of any of its obligations under Section 7 or, in the case of Customer, Section 3.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise. Without limiting rights and remedies available to a Party pursuant to this Agreement, should any dispute arise out of this Agreement, the Parties agree to first attempt to resolve through mediation, and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either Party notifying the other of the existence of a dispute. The Parties shall cooperate and work together in good faith to identify a disinterested third person to serve as mediator, and such mediation shall be concluded within forty-five (45) days from the commencement of the mediation, unless extended by stipulation of both Parties. If a mediated settlement is reached, neither Party shall be the prevailing Party for the purpose of the mediated settlement, and each Party shall bear an equal quota of the expenses of the mediator.

- 13.10. A Party that refuses to participate in mediation, refuses to participate in the selection of a mediator cannot file legal action. The non-refusing Party shall be permitted to file a legal action immediately upon the other Party's refusal to participate in the mediation or the selection of a mediator. Notwithstanding the foregoing, in the event the Parties cannot identify a mutually agreed upon mediator within the fifteen (15) days, despite both Parties' good faith effort and cooperation, either Party may seek to resolve or otherwise pursue all remedies available at law and equity, including the filing of legal action, in a court of competent jurisdiction.
- 13.11. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

Scope Summary

Annual Subscription Fee Assumptions				
Campus Name	Percent Electronic Plans	Total No. Sheets	Total No. Plan Sets	Total No. Assets
El Roble Elementary	0%	60	5	900
Eliot Elementary	0%	40	1	700
Glen View Elementary	0%	90	6	1,400
Las Animas Elementary	0%	80	5	1,300
Luigi Aprea Elementary	0%	70	4	1,100
Rod Kelley Elementary	0%	80	7	1,200
Rucker Elementary	0%	105	6	1,700
Solorsano Middle	25%	170	3	2,800
Brownell Middle	25%	180	6	3,000
South Valley Middle	25%	180	6	3,000
Christopher High	100%	200	3	4,000
Gilroy High	10%	280	12	5,000
Mt. Madonna Cont. High	0%	30	3	400
District Office/Maintenance	0%	90	5	1,500
TOTAL:	Unknown	1655	72	28,000

Scope Limitations/Exclusions

1. If after our discovery process the number of sheets, plansets or assets as determined by provided autocad base maps and plan sets is greater than 10% of the assumptions, the subscription fee may be reassessed based on standardized pricing.
2. Total number of sheets is based on Utility and Infrastructure sheets and does not include Architectural, Structural or other non-site utility/ infrastructure sheets.
3. When scanning of plans is required, only applicable plan sheets are scanned and linked in the system (e.g. Civil, Landscape, Plumbing, Mechanical, Electrical, Telecom), with the exception of cover sheets, indexes and floorplans which are included.
4. Mapped assets include appurtenances that would be typically associated with the utility network (e.g. Water network would include valves, meters, backflow preventors, air release valves etc).

Lite Version		
Mapped Assets	Communications (Cable TV, Data, Fiber Optic, Fire Alarm, Security, Tel)	Hydronics (Geothermal, Chilled/Hot Water, Steam, Pumped Condensate)
	Gravity Systems (Sewer/ Storm Drainage)	Electric / Lighting / Traffic (Low/Med./High Voltage)
	Gas/Fuel	Irrigation/Reclaimed Water
	Water (Domestic and Fire)	Building Footprints
Modules	User Management	
	View Asset Map	
	Mobile Application (Android/IOS)	
	Plan Room	
	Reporting	
Features	Access for Staff & external parties (approved by admin)	
	Quarterly Data and Geometric Updates	
	Training	
	User based Asset Data Editing	
	User based Document/Photo Linking to Assets	
	As-Built Plan Room Asset Attribute Data Entry	
	Source Plan Linking to Assets	

Pro Version	
Services	On-Site plan room inventory of paper plan sets, and coordination of paper plan scanning (See scope/limitation note 3)
	High Resolution Aerial Image Capture (every third year as long as the Pro level subscription is maintained active)
	On-Site field verification, visual assessment and documentation of assets (One time assessment. Additional assessments are on an as needed basis every other year as long as the Pro level subscription is maintained active)
Customization	Custom Asset and attributes (limited to 1 asset annually and up to 25 attributes)
	Custom Map Filter (limited to 1 filter annually)
	Custom Reports (limited to 5 charts/spreadsheets or other reports annually)
	Custom Base Maps (limited to 1 base map annually)
	Asset Management and IOT integration (as applicable)

InfraMappa Support

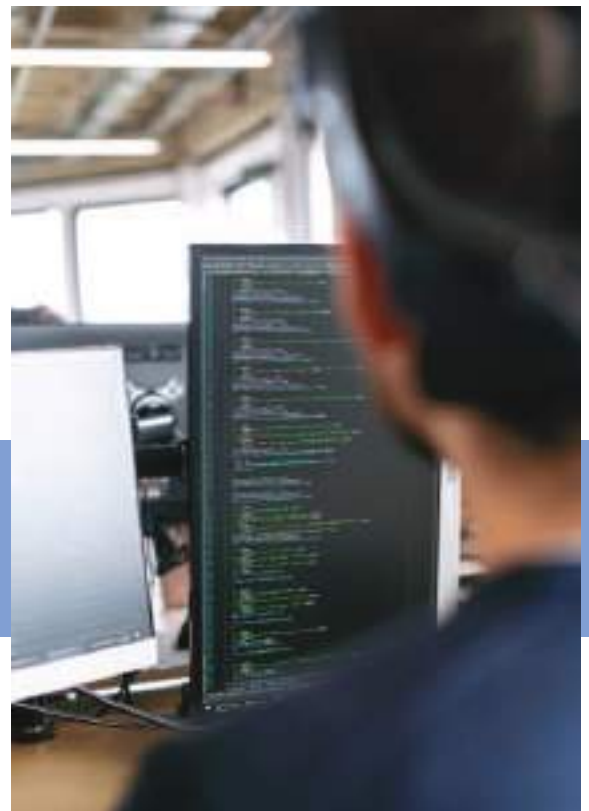
InfraMappa is your partner

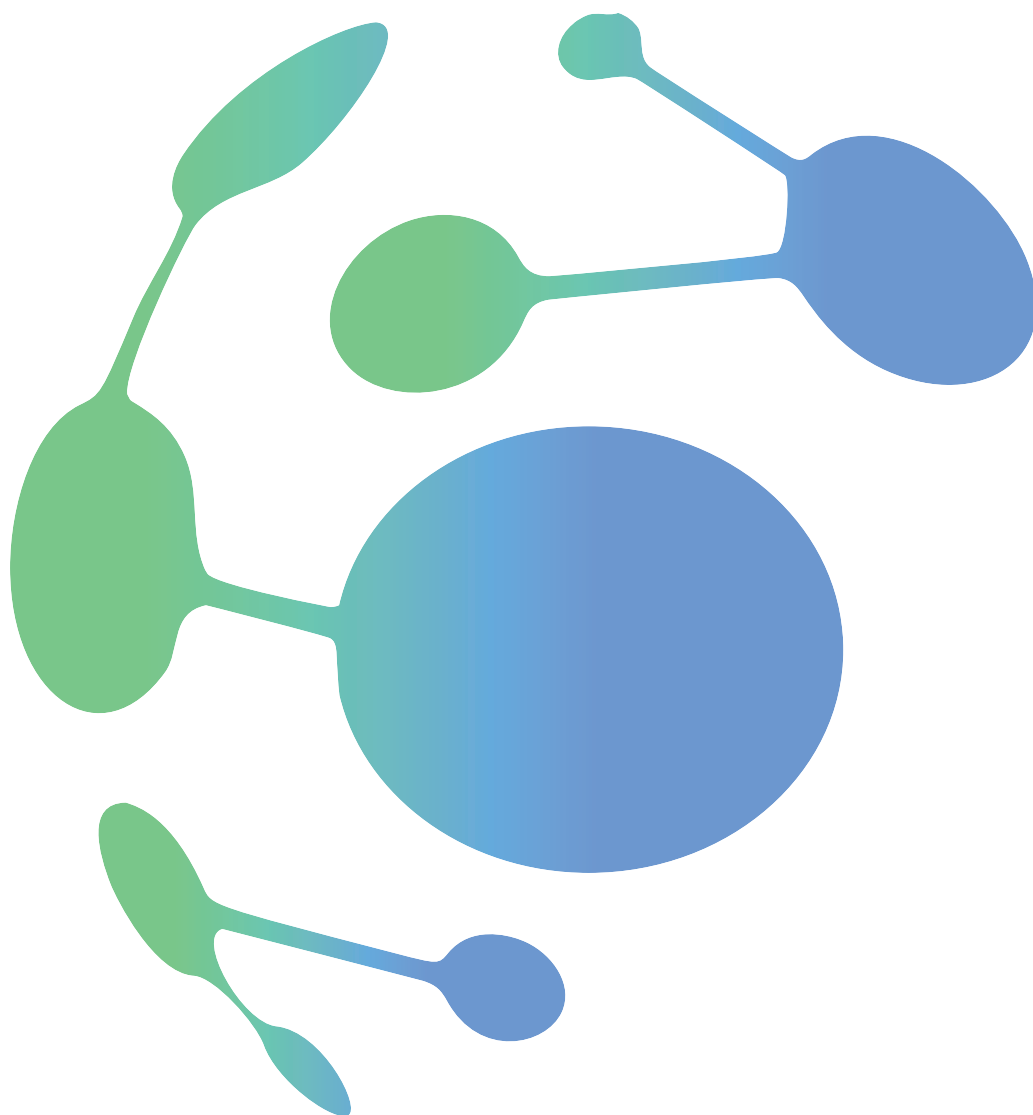
With the LiteTier subscription of InfraMappa you not only get access to your data in a secure environment, but you also get a partner in the success of your ongoing operations, whether it is new construction, maintenance and operations, capital planning or risk abatement.

Our team will work with your team to ensure the data and maps are complete by coordinating processes to close the known gaps. We are intimately involved with your users and 3rd party vendors to provide ongoing support to keep your data fresh as new projects are scoped from planning through completion.

Here are some key elements to the services we provide to your team while under subscription:

- **24,7 access to the application in a secure cloud environment**
- **24,7 Chat/Messaging and E-mail support**
- **Access for client users per the quotation and agreement subscription level**
- **Automatic application software upgrades, updates as they become available**
- **IOS/Android mobile applications**
- **Technical support during normal East Coast business hours 9:00 AM to 5:00 PM Monday through Friday, and in application Chat Support**
- **Quarterly updates to assets and asset attribute data (per scope)**
- **On-Boarding of assets, maps and processes as described in the On-Boarding Methodology document.**
- **Quarterly meetings to review application features, and scope out modifications, and updates to the Customer's maps and asset information to keep the data current.**
- **User and administrator training**
- **Storage of infrastructure digital plans**
- **Dedicated customer success representative**
- **Customer retains data rights**





InfraMappa

1483 York Avenue #20643

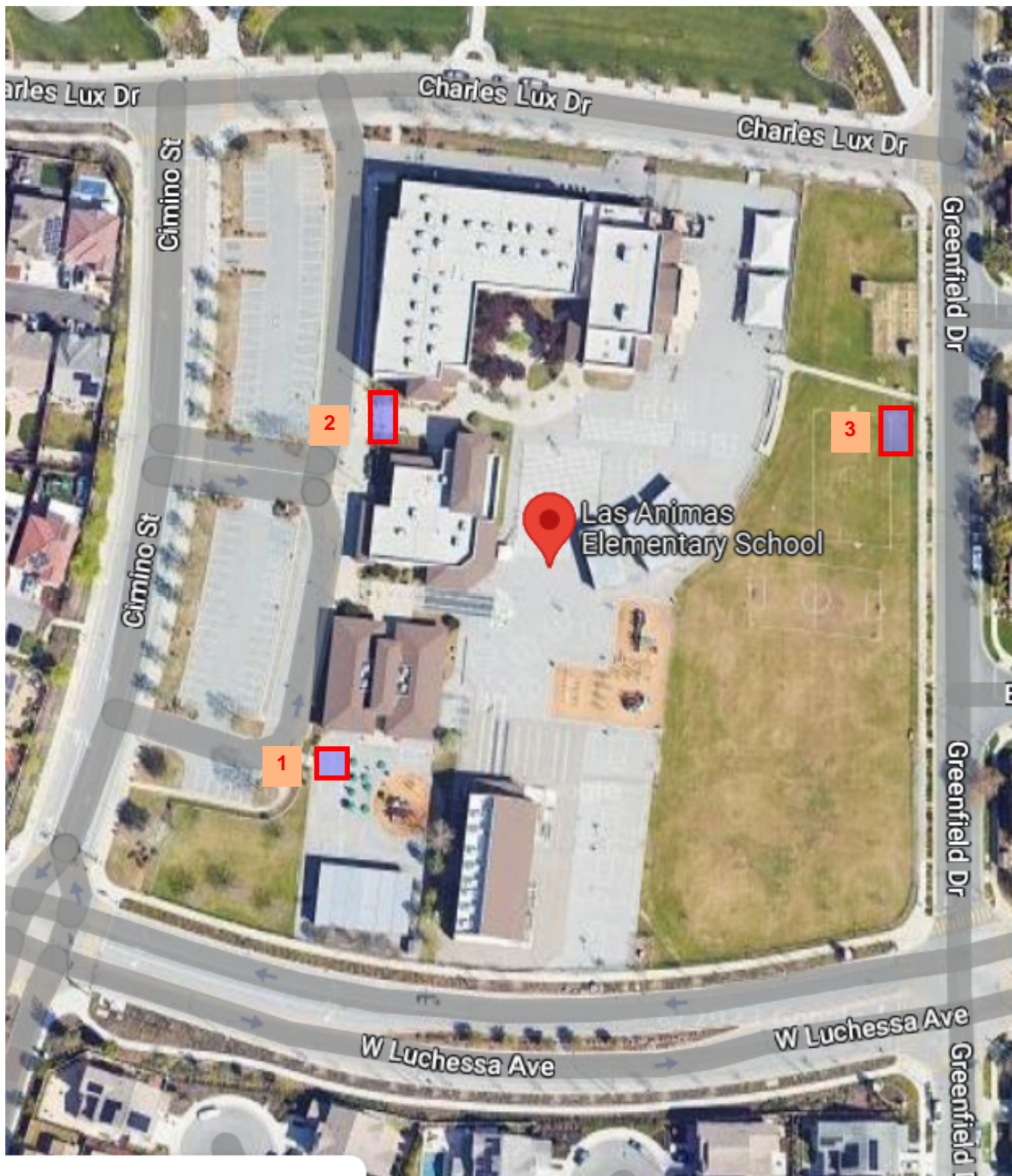
New York NY, 10075

855.999.9911 | InfraMappa.com

RUCKERS ELEMENTARY

1. 30X40 4 Post Hip
Centered on stairs to the Building
2. 2- 30x40 Attached Hip (60x40 total)
In existing location. District to relocate existing





LAS ANIMAS ELEMENTARY

1. 20X20 Single Pole
Behind double gate in kinder play area.
2. 20x21'-6" - 4 - Post Hip
Structure to split fence to comply with
ADA path of travel and not rework
existing walkways.
3. 30x40 - 4 - Post Hip



MT. MADONNA HIGH SCHOOL

1. 2 @ 20x25 (20x50 total) Attached 4 Post Hip
ADA access requires location determined

2. 28x25 Hip
In existing location. Replace non DSA structure.

Luigi Aprea Kinder Playground Request Follow Up Information

Date: March 3rd, 2023

Original Request Date: January 17, 2023

At the 2/3/23 FSC meeting, a decision on Luigi Aprea's request for approval to add balance elements and a market play station to the kindergarten playground using Luigi Aprea Parent Club funding was deferred pending review of other kindergarten playgrounds and the possibility of making additional, incremental, improvements at Luigi. The following 3 options were discussed as potential improvements at the Luigi kindergarten playground and budgeted as a result of that discussion.

- 1) Approve the Luigi request for additional balance items and a market discovery station funded by LAPC. Cost to LAPC is \$14,185.40, no additional cost to GUSD.
- 2) Approve the Luigi request for LAPC funded items and the District would separately fund replacement of the existing wood chips with new pour-in-place rubber surfacing in the area of new items only, approx 700 SF. This would not include new rubber surfacing under the existing play structure. Cost to LAPC is \$14,185.40. Cost to GUSD would be approximately \$85,000.
- 3) Fully replace the existing playground with a new all-inclusive playground and pour-in-place rubber surfacing. As long as the playground is installed in the same location and does not include shade structures it would not require DSA approval. Cost to GUSD would be approximately \$475,000.



Kindergarten playground safety and accessibility/inclusivity review

The most recent evaluation of the kindergarten playgrounds across the District was conducted by Specified Play Equipment Co in October, 2021. The individual evaluations of each site are attached.

Since the time of this evaluation the following improvements have been made:

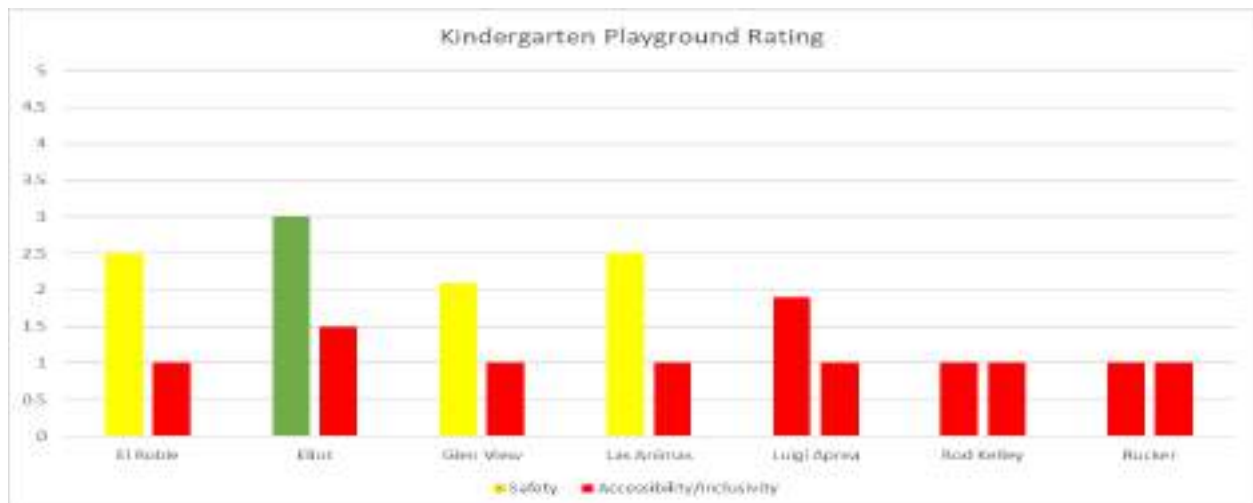
Las Animas Kinder/SDC:

- 1) Wood chips were replaced with rubber surfacing flush with the surrounding blacktop *(will improve the past accessibility rating)*
- 2) Balance beam and overhead climber replaced with new roller table. *(will improve the past safety & Inclusivity rating)*
- 3) Additional enclosure bars for the raised platform have been ordered and will be installed in March. *(will improve the past safety rating)*
- 4) Missing hardware replaced and gaps in slides caulked. *(would improve the past safety rating)*

Glen View Kinder:

- 1) The frayed rope climbing elements have been replaced with entirely new ones. *(will improve the past safety rating)*

Summary of SPEC's 2021 assessment of the kindergarten playgrounds based on a 1-5 rating system, with 5 being the most compliant.



Playground Safety and Accessibility Study

Prepared for:
Gilroy USD

October, 2021

Prepared By: Chris Olsen

(M) 650.769.0775

(O) 800.475.1071

Chris@specplay.com

www.SPECPLAY.com



Goals and Objectives

The purpose of this study is to increase safety, accessibility, and inclusivity for your city's playgrounds. Safety and accessibility ratings are analyzed per ASTM, ADA, and CPSC standards. Play areas are identified by *Early Childhood*, *Lower Grades*, *Upper Grades*, and *Fitness* areas. The study provides a budgeting and inventory tool for Maintenance and Operations planning.

Goals Identified

- Increase Safety and Accessibility for play areas
- Promote Inclusivity
- Provide powerful budgeting and inventory tool

Objectives Identified

- Visit, identify and systematically review current inventory of play equipment throughout the city.
- Provide a thorough written report for short term and long-term planning to address safety and accessibility per ASTM, ADA and CPSC.



Safety and Accessibility Scoring

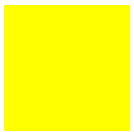
Safety

A color system is used to provide a clear breakdown for assessing equipment safety priorities. A Red safety rating has a high risk, a Yellow safety rating has a medium risk, and a Green safety rating has a low risk.

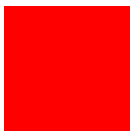
Safety Scoring System



Green – Presents a Low priority risk according to ASTM and CPSC. Typically, this equipment is new in age and should be maintained and monitored according to the city's regular maintenance schedule. Suggested action is to budget for replacement in 5 – 15 years.



Yellow – Presents a Medium risk according to ASTM and CPSC. Typically, this equipment is 8-15 years old and should be closely monitored and regularly maintained. Several risks make this equipment a priority for replacing. Suggested action is to budget for replacement in 1-5 years.



Red – Presents a High risk according to ASTM and CPSC. Typically, this equipment is 10-15 years old and should be removed and replaced immediately. Multiple risks make this equipment a top priority for replacing. Suggested action is to budget for replacement in 6 months-1 year.

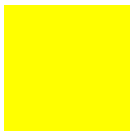
Accessibility and Inclusivity

A color system has been used to provide a clear breakdown for assessing accessibility and inclusivity (A/I) priorities. A Red rating has equipment that is non-accessible with no inclusive elements, a Yellow rating has equipment that is moderately accessible with some inclusive elements, and a Green rating has equipment that is accessible and inclusive.

Accessibility and Inclusivity Scoring System



Green – A green rating identifies play equipment as accessible and inclusive. Play equipment with this rating engages children senses, motor skills, cognitive skills and social/emotional skills. Play equipment is accessible and engaging to children of all abilities. Suggested action is to budget for replacement in 5 – 15 years.



Yellow – A yellow rating identifies play equipment as moderately accessible and inclusive. Play equipment with this rating may engage children's senses, motor skills, cognitive skills and social/emotional skills. Play equipment may be upgraded to be more accessible and engage children of all abilities. Suggested action is to budget for replacement in 1-5 years.

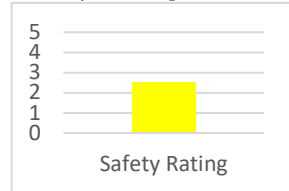


Red – A red rating identifies play equipment as non-accessible and/or non-inclusive. Play equipment with this rating fails to engage most children senses, motor skills, cognitive skills and social/emotional skills. Suggested action is to budget for replacement in 6 months-1 year.

Approximate Age of Structure:
15-20 years

Approximate Sqft. of Area:
3500 SF

Safety Rating: **C**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access
- Entanglement and laceration hazard @ broken curved slide.
- ADA Stair Railing no longer compliant.
- Clamps pulling apart.
- Swings are Rusty at connections and chains.
- Slide Exit on spiral slide high.
- Double slide has large bumps at footing bolt locations.
- Double slide Entanglement slide entrance.
- Borders failing.

Accessibility and Inclusivity Matrix

Autism Sensory Challenges Visual Impairment Auditory Impairment Cognitive Impairment Developmental Impairment
Physical Disabilities

Sensory					Motor Skills												Cognitive Skills		Social/Emotional Skills		
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	3	0	2	0	2	0	0	2	1	0	1	0	0	2	2	0	2	2	1	0	1

Synopsis:

Aged structure, no longer compliant for safety and not accessible. Very low inclusive play value. Replace structure and improve access to play events for mobility challenged students and provide more inclusive, enriching play events.



Non-Compliant Railing if used by children under 5 years old.



Wood fiber containment borders failing.



Slide Broken-Entanglement and laceration hazard.

El Roble Kinder



Support Clamps broken and pulling apart.



Double slide cracking at exit with large bumps where bolts are starting to protrude. Slope and slide run out questionable.



Caulking needed at slide entry to mitigate entanglement hazard. [Page 64](#)



Swing connection points aged and showing signs of corrosion and deterioration .



Swing chains joined by quick links and clevis mid-chain.

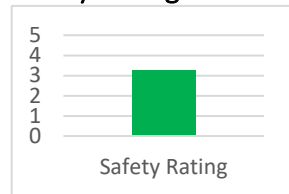


Corrosion on chains, seats, and fasteners.

Approximate Age of Structure:
17 years

Approximate Sqft. of Area:
965 SF

Safety Rating: **B**



Accessibility/Inclusivity Rating: **D**



Major Concerns:

- No ADA access ramp
- Some exposed metal edges on stairs
- Bolts on stairs under deck pulling out from Deck.
- Engineered wood fiber should be increased to 12" depth.
- Stair railings not compliant if users are younger than 5 years old.
- **Flexible tensile Climber deteriorating and corroding.**

Accessibility and Inclusivity Matrix

Autism Sensory Challenges Visual Impairment Auditory Impairment Cognitive Impairment Developmental Impairment
Physical Disabilities

Sensory					Motor Skills												Cognitive Skills		Social/Emotional Skills		
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	4	1	1	0	2	0	0	3	2	0	1	1	0	3	3	2	2	1	2	2	2

Synopsis:

Aged structure, with minimal safety issues. Lacking accessibility to play equipment. Minimal inclusive play value. Provide ADA access and include more inclusive elements at ground level. Mitigate for rusted deck/stair edges and flexible climber.



Exposed rusty edges on stairs and decks.



Exposed rusty edges on stairs and decks.



Broken bolts and bolts pulling out of deck connection to stairs. Protrusion hazard. [Page 67](#)



Deteriorating and corroded tensile climber. Pinch and laceration concern.



Structure designed for ages 5-12. May not be appropriate if children under 5 years of age are using.

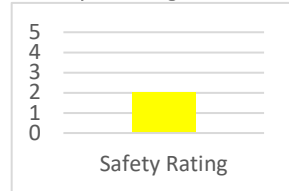


No ADA ramp access into play box.

Approximate Age of Structure:
7-10 years

Approximate Sqft. of Area:
3050 SF

Safety Rating: **C-**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access
- ADA Stair Railing not compliant for spiral slide.
- Flexible net climber totally deteriorated, ropes fraying, metal wires exposed, and stretched out.
- Flexible net climber “pods” loose on frame and footing.
- Not age appropriate if used by children under 5 years of age.
- No shade or roof coverage.
- Lacking play diversity. Not inclusive.

Accessibility and Inclusivity Matrix

Autism Sensory Challenges Visual Impairment Auditory Impairment Cognitive Impairment Developmental Impairment
Physical Disabilities

Sensory					Motor Skills											Cognitive Skills		Social/Emotional Skills			
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	3	1	2	1	2	0	0	2	0	0	1	0	0	1	1	1	0	1	1	1	0

Synopsis:

Lacking inclusivity, accessibility, and diversity in play events. Not age appropriate for children under 5.

Glen View Kinder



Non-Compliant Railing on Stairs.



Gaps in Spiral slide.



Support Post compliant but not conducive to safe flow of use. [Page 70](#)

Glen View Kinder



Ropes stretched and not compliant.



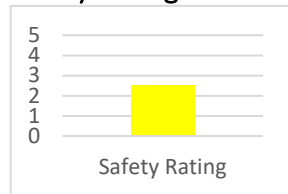
Ropes frayed and worn through. Pods loose on frame and footing. Not liked by students or staff.



Approximate Age of Structure:
15

Approximate Sqft. of Area:
1965 SF

Safety Rating: **C-**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- Non-compliant ADA access.
- Slides deteriorating and rough.
- Engineered wood fiber level low.
- Entanglement Hazards at slide entry points.
- Minimal shade.
- Rusted balance beam.
- Slide Exit on spiral slide high.
- Holes in posts allow insects to nest.
- Rust and corrosion evident throughout.
- No activities for special needs population of users.
- Missing hardware on some support clamps.

Accessibility and Inclusivity Matrix

Autism Sensory Challenges Visual Impairment Auditory Impairment Cognitive Impairment Developmental Impairment
Physical Disabilities

Sensory					Motor Skills											Cognitive		Social/Emotional			
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	3	0	1	0	2	1	0	1	0	0	1	0	0	2	1	1	0	0	0	0	0

Synopsis:

Old structure that is deteriorating. Non-compliant ADA access. Does not fulfill needs of student population that uses it.



Multiple areas of entanglement hazards at slide entries. Caulking recommended for spiral slide. Double slide should be replaced. Entanglement hazard at clamp and deck connection points as well.

Las Animas Kinder



ADA access not compliant



Holes in structural posts allow insects to nest and speeds deterioration of post.



Missing caps provide insect nesting areas.



Deterioration of plastic slides make slides rough and scratchy.



Deterioration of plastic slides make slides rough and scratchy and lumpy.



Missing bolts from support clamp

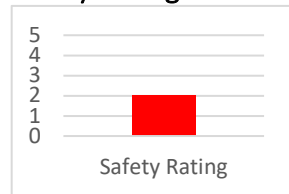


Rusty edges and corrosion of metal pieces, fasteners, and clamps.

Approximate Age of Structure:
12-15 years

Approximate Sqft. of Area:
2500 SF

Safety Rating: **D**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access.
- Entanglement hazard @ curved slide.
- ADA Stair Railing no longer compliant if used by children under 5 years old.
- Double slide exit too high or surfacing too low in that area.
- Some borders failing.
- Encloser at overhead "S" climber not compliant.
- No shade.
- Holes in slide where insects can nest.
- Some clamps missing hardware.
- Decks corroding, rust exposed.
- Potential Neck entrapment at slide entry.

Accessibility and Inclusivity Matrix

Autism Sensory Challenges Visual Impairment Auditory Impairment Cognitive Impairment Developmental Impairment
Physical Disabilities

Sensory					Motor Skills												Cognitive Skills		Social/Emotional Skills		
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	2	0	1	0	2	0	0	2	1	0	1	0	0	2	2	2	0	1	1	0	1

Synopsis:

Aged structure, with several safety issues. Limited accessibility. Very low inclusive play value. Replace structure and improve safety and access to play events for mobility challenged students and provide more inclusive, enriching play events.



No official ADA access point.



Borders beginning to fail.



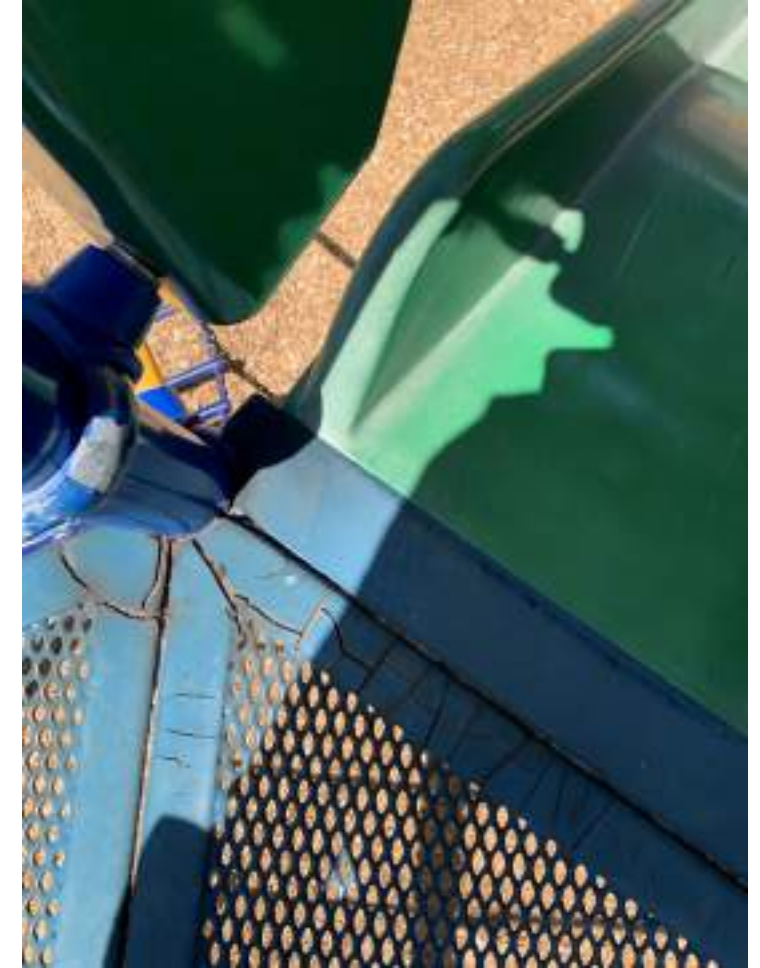
Holes in plastic slide allow place for insects to nest.



Stair railings not compliant for children under 5 years old.



No entry enclosure for overhead climber from elevated deck.

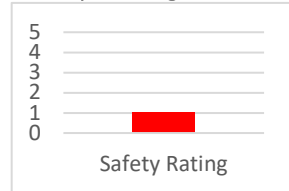


Deteriorating Deck, entanglement hazard, and potential neck entrapment (partially bound).

Approximate Age of Structure:
15+

Approximate Sqft. of Area:
2200 SF

Safety Rating: **F**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access.
- Tree stumps within use/fall zones.
- Slide exit has fall/use zone infringement (with train).
- Slide exits high for is used by children under 5 years old.
- Engineered wood fiber low.
- Swings unsafely spaced. Use zone is non-compliant and infringed on by fence and train.
- Double slide entrance has potential neck entrapment.
- Borders failing and broken.

Accessibility and Inclusivity Matrix

Autism Sensory Challenges Visual Impairment Auditory Impairment Cognitive Impairment Developmental Impairment
Physical Disabilities

Sensory					Motor Skills												Cognitive Skills		Social/Emotional Skills		
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	3	0	1	1	1	0	0	2	0	0	0	0	1	2	0	0	0	0	1	1	1

Synopsis:

No ADA access. Serious use/fall zone infringement are serious safety issues. Space not large enough for the amount of equipment present. Tree roots and old tree stumps a hazard. Equipment on main structure in good condition, however some safety issues are present at slide entry and exits. Low inclusive value. Swing area unsafe for use zones and flow.



Swing use zone is compromised by fence and red metal train. Insufficient space for swings and a substantial safety issue.



Transfer station missing step.



Potential head/neck entrapment.



Potential partially bound neck entrapment.



Borders failing due to tree roots and no ADA access to box.



Use zone/Fall zone violation with Stumps.

Approximate Age of Structure:
15-20 years

Approximate Sqft. of Area:
3500 SF

Safety Rating: **F**



Accessibility/Inclusivity Rating: **F**



Major Concerns:

- No ADA access.
- Not age appropriate for any user under 5 years of age..
- Large crack in "L" slide, entanglement.
- Tri-ring overhead climber non-compliant height @89" (Max for 5-12 is 84").
- Holes in posts and slide insect nesting hazard.
- "Rail" overhead climber too high @ 89".
- Glider is broken.
- Overhead Ring climber has open S hooks.
- Loose equipment on pod climber.
- Entanglement hazard at spiral slide entry.
- Bent equipment (vertical ladder).
- Swing seats too high.
- No Shade.
- Low inclusive play value.

Accessibility and Inclusivity Matrix

Autism Sensory Challenges Visual Impairment Auditory Impairment Cognitive Impairment Developmental Impairment
Physical Disabilities

Sensory					Motor Skills												Cognitive Skills		Social/Emotional Skills		
Auditory Stimulation	Proprioception	Tactile Stimulation	Vestibular Stimulation	Visual Stimulation	Agility Challenges	Balance Challenges	Cardiovascular Training	Coordination Challenges	Core Body Strength	Endurance Challenges	Eye-Hand Coordination	Fine Motor Activities	Flexibility	Lower Body Challenges	Promote Motor Planning	Upper Body Challenges	Problem Solving	Strategic Thinking	Cooperative Play	Imaginative Play	Social Skill Development
0	3	1	2	0	2	1	0	3	2	0	1	1	0	2	1	4	1	1	1	0	0

Synopsis:

Aged structure, no longer compliant for safety and not accessible. Very low inclusive play value. Replace structure and improve access to play events for mobility challenged students and provide more inclusive, enriching play events.

Rucker Kinder



Broken Slide: Entanglement and laceration hazard.



Rusted balance beam.



Holes in plastic slides allow insects to nest.

Rucker Kinder



Loose on post and footing.



Entanglement Hazard at spiral slide entry.



Bent/warped ladder.

Rucker Kinder



Corrosion and mold evident.



Corrosion on fasteners and clamps.



Railings not compliant if used by children under 5 years old. **Page 87**

Overhead climbers too high. Also not age appropriate for children under 5.



Pinch points at flexible chain climber.
Protrusion hazard on clamp.

Open S hook used for overhead climber. Severe wear and corrosion.





Next Steps

Please Contact:

Chris Olsen, Sr. Project Manager

Specified Play Equipment

Company 121 #1 Industrial Road

Belmont, CA 94002

Direct : 650.769.0775

c.olsen@SpecPlay.com



Luigi Aprea TK/Kinder Playground Request

Request Date: January 17, 2023

Original FSC Agenda Date: February 3, 2023

Luigi Aprea Elementary School is requesting approval of new balance features and a standalone Market Discovery Station to be added to the existing playground used by the TK and kindergarten classes. If approved, the school would seek funding in the amount of \$14,185.40 for these improvements from the Luigi Aprea Parent Club. Installation would be overseen by the Facilities Department and would not require DSA approval. The material manufacturer is Burke and the installation vendor would be Playgrounds Unlimited, the same team that completed the new upper grade playground at Luigi and several past projects for GUSD. The additional play features will fit within the existing playground area and the existing tanbark provides the required fall protection for the balance elements.

The existing playground is approximately 25 years old and currently used by 5 kindergarten, 2 TK classes and 1 SDC class, up from only 4 kindergarten classes last year. The playground does not currently provide sufficient play features to accommodate the 100-150 students using it during each recess period. The current play structure does not include any balance apparatuses, which are critical for development of gross motor skills at the TK/Kinder age level. The proposed balance beam and step pods would provide that skill development. The Market Discovery Station would provide a location for imaginative and creative play, also not currently offered by the existing play structure. The Market Discovery Station would be surface mounted to a new concrete foundation in the open dirt area between the existing playground and the perimeter fence.

Proposed additions include:

- 1) A single height "S" shaped balance beam
- 2) 3 fixed step spot pods
- 3) 3 dynamic hop spot pods
- 4) 1 dynamic surfer pad
- 5) 1 marketplace discovery station with concrete foundation pad.

If approved, Principal Nicole Black will present to LAPC for funding approval. LAPC has confirmed that they have sufficient funding to pay for this project. With funding approval the lead time for materials is approximately 4-6 weeks and installation is approximately 1 week. Installation will be scheduled at a time convenient for the school to have a portion of the playground closed.

Existing TK/Kinder playground



Existing empty woodchip area where new balance elements would be placed:



General locations of new playground elements:



DESIGN SUMMARY

Specified Play Equipment Company is very pleased to present this proposal for consideration for the Luigi Aprea Kinder located in Gilroy. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Gilroy USD. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

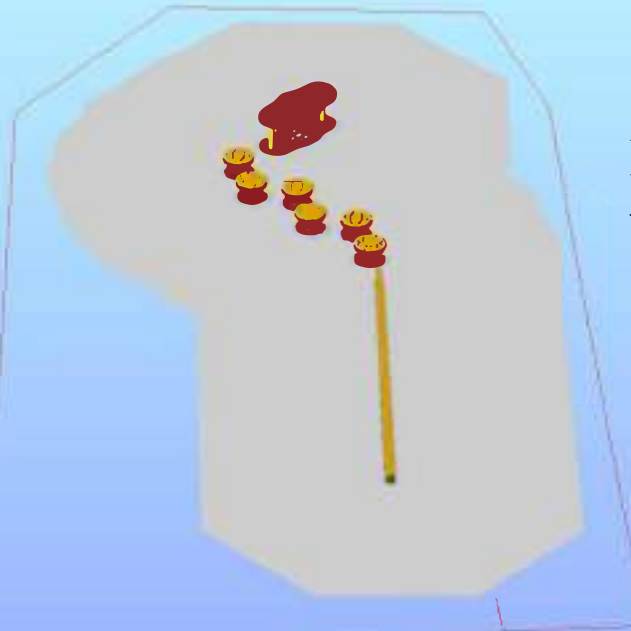
- Project Name: Luigi Aprea Kinder
- Project Number: 137-161408-1
- User Capacity: 22
- Age Groups: Ages 2-5 years
- Dimensions: 29' 8" x 27' 0"
- Designer Name: Pa Der Vang

Specified Play Equipment Company has developed a custom playground configuration based on the requirements as they have been presented for the Luigi Aprea Kinder playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 137-161408-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Luigi Aprea Kinder playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

**Luigi Aprea Kinder
Specified Play Equipment Company**



**Balance beam
would be the "S"
shape reflected in
a later image**

EXISTING STRUCTURE

AREA: 2,065 SQ. FT.
NOTE: ALL DIMENSIONS ARE APPROXIMATE
AND MAY VARY SLIGHTLY FROM THE AREA
SHOWN. THIS STRUCTURE IS TO BE PLACED

SERIES: Basics
SITE PLAN
DRAWN BY: Pa Der Yang

BCI Burke Company, LLC PO Box 5418 Fond du Lac, Wisconsin 54936-0544

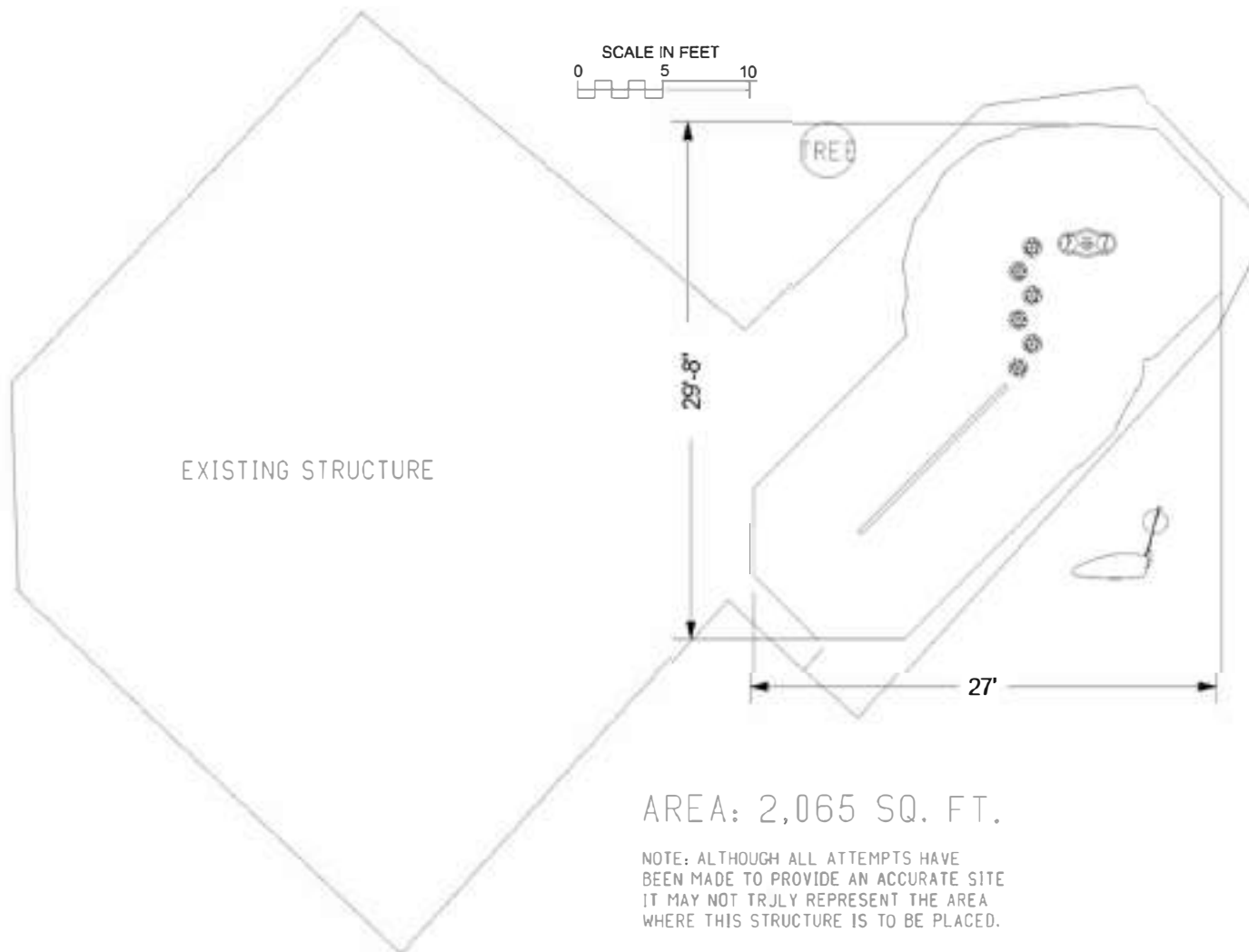
Telephone 820-921-9229

Luigi Aprea Kinder
9225 Cll Del Rey
Gilroy, CA 95020

Specified Play Equipment Company

137-161408-1

Burke



ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	9	
NUMBER OF ELEVATED PLAY EVENTS:	0	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 0	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQD: 0
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 9	REQD: 0
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 3	REQD: 0

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

447 SQ. FT.

PERIMETER

90 FT.

STRUCTURE SIZE

29' 8" x 27' 0"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

☐ 6-23 MONTH OLDS

☒ 2-5 YEAR OLDS

☐ 5-12 YEAR OLDS

☐ 13 + YEAR OLDS



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Burke DISCOVERY STATIONS

PLAY THAT MOVES YOU®

Imaginative and creative play are critical to child development. Between the ages of two and five, kids begin to relate their pretend and fantasy play to real-life experiences and use props and language to enhance their play. Packed with play value, the Discovery Stations facilitate this important type of play by offering a place for children to create their own roles and fantasies in a real-life setting complete with realistic details, games and space for everyone to engage.



Burke DISCOVERY STATIONS

FEATURES & BENEFITS

- Creative and imaginative play are paramount with each of the Discovery Stations! These types of play are critical and teach children important skills such as cooperation, creative problem solving and empathy.
- Between the ages of two and five, kids begin to relate their pretend play to real-life experiences. Burke's three Discovery Stations, Doctor's Office, Fire House and Market, are all common places in a child's life and often appear in children's books or television programs so they can begin to understand and act out these scenarios in their unique, creative way.
- A variety of games, maneuverable objects and pretend play enhancements are inside each of the Discovery Stations to help inspire imagination and bring play to life.
- Available in all of Burke's exciting color combinations, the Discovery Stations are fun, colorful spaces designed especially for children ages 2-5!
- Burke Built® and backed by Burke's Generations Warranty® with a 15-year limited warranty on HDPE and a 3-year limited warranty on moving parts.

DEVELOPMENTAL BENEFITS

Sensory: Visual, Tactile

Cognitive Skills: Problem Solving, Cognitive Planning, Creativity

Social/Emotional Skills: Cooperative Play, Imaginative Play, Self-expression



Fire House Discovery Station™



Doctor's Office Discovery Station™



Market Discovery Station™





This is the "S" balance beam that would be installed at Luigi





BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRc products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2022

Specified Play Equipment Co.

121 #1 Industrial Road

Belmont, CA 94002

800.475.1071

www.specplay.com

**ADDRESS**

Paul Nadeau

Gilroy Unified School District

7810 Arroyo Circle,

Gilroy, CA 95020

SHIP TO

Paul Nadeau

Gilroy Unified School District

7810 Arroyo Circle,

Gilroy, CA 95020

Estimate 2684**DATE 01/23/2023****EXPIRATION DATE 03/31/2023****TRACKING NO.**

Luigi Aprea Kinder

CSLB# 1050307

GUSD ID# 141060

DIR# 1000064237

Burke Sourcewell Contract#01052

ACTIVITY	QTY	RATE	AMOUNT
BCI Burke Equipment Market Discovery Station #580-1365	1	3,686.00	3,686.00T
BCI Burke Equipment S-Balance Beam #590-0392	1	742.00	742.00T
BCI Burke Equipment Step Spot Pods #560-0453	3	353.00	1,059.00T
BCI Burke Equipment Hop Spot Pods #560-0448	3	544.00	1,632.00T
BCI Burke Equipment Dynamic Surfer #570-0770	1	1,657.00	1,657.00T
Material (OPEN MARKET) Surface Mount Plate for Market Discovery Station	1	175.00	175.00T
Material Sourcewell contract discount			-614.32T
Installation Service Supply and Installation of equipment over soils, through EWF to be pushed back and re-installed. To include surface mount foundation for Discovery Station. Spoils removed from site. Prevailing wages applied.	1	3,990.00	3,990.00
Freight Freight and packaging	1	1,098.00	1,098.00

Please write checks to
Specified Play Equipment Co (SPECPlay)
121 #1 Industrial Road
Belmont, CA 94002

ACTIVITY	QTY	RATE	AMOUNT
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PLESE NOTE:
 Prevailing wages applied
 Offload of equipment by GUSD district. PGU
 to pick up equipment at GUSD corp yard.
 Additional wood fiber (if needed) by GUSD or
 SPEC via Change Order.
 Lead time estimated at 5-6 weeks

ACCEPTANCE By signing below, you acknowledge and agree to our estimate, contract, exclusions, conditions, payments, and Terms and Conditions attached shall comprise to be the Agreement. The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items.	SUBTOTAL	13,424.68
	TAX	760.72

TERMS: Client must pay 50% of the equipment listed in the Estimate amount within 5 calendar days of invoicing. Client must pay remaining balance of all equipment on or before its delivery. Client must pay the balance of the entire Estimate and/or CO within 30 calendar days of notice by SPEC that Project is Complete.
 Failure to pay any amount when due shall cause interest to begin to accrue at 12% per annum on the entire unpaid amount of the Agreement. Any late payment will cause Client being responsible for a 2% late fee on any late payment. Any action by SPEC to enforce collection of Agreement amount owed, Client must pay all attorney fees and costs.

TOTAL	\$14,185.40
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Accepted By

Accepted Date

Please write checks to
 Specified Play Equipment Co (SPECPlay)
 121 #1 Industrial Road
 Belmont, CA 94002



Approval for

3 messages

Nicole Black <nicole.black@gilroyunified.org>

To: Alvaro Meza <alvaro.meza@gilroyunified.org>, Paul Nadeau <paul.nadeau@gilroyunified.org>, Marissa Van Patten <marissa.vanpatten@gilroyunified.org>

Hi Team,

The TK and Kinder Department would like some additional gross motor skill items added to the Kinder play structure. The Design summary is attached. Please see our proposal below. We plan the LAPC Request Form is also included in this email.

[LAPC Request Form](#)

[Amount Requested from LAPC: \\$15,010](#)

[\(Includes \\$400 "cushion" in case extra freight and install fees are needed\)](#)

[Funding Request Detail: Please see the email estimate \(forwarded from Marissa VanPatten\) for the TK/Kindergarten playground. This would add desperately needed balance features mounted on a concrete pad, but the Discovery Station itself will be moveable to a new location/concrete pad if needed in future years.](#)

[How will the students benefit from this purchase or program? Our playground often has 100-150 students on it at one time. There is simply not enough for them to do! Additionally,](#)

Information from SPEC:

The breakdown below is for just the straight balance beam, fixed step pods and fixed bench like pad features in the wood chip area, and then the free standing Market Discovery Station without

Upgrades/additions to the quote below would be approximately:

- 1) Concrete pad and flush mount attachments for the Discovery station - \$575 (highly recommended to keep the structure of the unit solid)
- 2) Change the straight balance beam to the "S" shape \$125 more.
- 3) Change the step spot pods to the hop spot pods (bouncy) type - \$185 more per unit, can mix and match
- 4) Change the Dynamic Pad to the Dynamic Surfer (on springs) is \$877 more.



The design has a straight balance beam, however the "S" beam would also fit. Price difference between the two beams would be \$125 (more the "S"). Additionally, if more pod steppers are de more equipment was desired, it could likely be worked into the space.

The Market Discovery Station can go anywhere outside of a use zone and would not require any fall surfacing.

Below is the pricing for the attached design, assuming the use of the Sourcewell Contract:

- Equipment per design#137-161408-1: \$6,945
- Equipment discount per Sourcewell: -\$486.15
- Estimated Tax (9.125%) \$589.37
- Estimated Freight: \$900
- Estimated Installation w/ PW: \$3,650

Estimated Total: \$11,598.22

Lead time would be estimated at 6 weeks (likely less).

Please let me know if you have any questions and I'll do my best to help.

Thank you!

Chris Olsen, CPSI, Senior Project Manager

650.769.0775 Mobile

800.475.1071 Office

c.olsen@specplay.com


CSLB# 1050307

DIR# 1000064237



--
Ms. Black
Principal
Luigi Aprea Elementary
9225 Calle Del Rey Gilroy, CA 95020
P: (669) 205-4600 F: (408) 847-8569



 **Luigi Aprea Kinder Balance and Imaginative Play.pdf**
3498K

Alvaro Meza <alvaro.meza@gilroyunified.org>
To: Paul Nadeau <paul.nadeau@gilroyunified.org>, Marissa Van Patten <marissa.vanpatten@gilroyunified.org>

Tue, Jan 17, 2023 at 12:18 PM

Please plan on bringing this to our next FSC meeting.

[Quoted text hidden]

 **Luigi Aprea Kinder Balance and Imaginative Play.pdf**
3498K

Marissa Van Patten <marissa.vanpatten@gilroyunified.org>
To: Alvaro Meza <alvaro.meza@gilroyunified.org>
Cc: Paul Nadeau <paul.nadeau@gilroyunified.org>

Tue, Jan 17, 2023 at 12:21 PM

You got it!

[Quoted text hidden]

--

Marissa Van Patten
Project Manager, Facilities

Gilroy Unified School District
220 Swanston Ln. Gilroy, CA 95020
(408) 612-2720
marissa.vanpatten@gilroyunified.org



Jan 26, 2023

Mr. Paul Nadeau
 Director of Facilities
 Gilroy Unified School District
 7810 Arroyo Circle
 Gilroy, CA 95020

Subject: Shade Structures at Los Animas, Rucker, and Mt. Madonna Schools
 Proposal for Architectural Services

Dear Mr. Nadeau

We are submitting this revised Proposal for architectural service on the subject project. We will honor the terms herein for 30 calendar days from the date of this proposal. The proposal is as follows:

PROJECT UNDERSTANDING

The District is in the process of procuring shade structure for the sites noted above. This proposal is to provide the design and coordination for the DSA approval and installation of these structure. Each site will be required to submit to DSA separately. The shade structure(s) at each site is described as follows:

Los Animas - Three shade structures:

- One 20'x20' single post shade structure at the Kinder play area, adjacent to vehicular gate.
- One 30 x 40 on the back playground adjacent to the ADA ramp leading towards Greenfield.
- One structure approximately 20x30 at the front driveway.

Rucker - Two shade structures:

- Quad Hip structure approximately 30'x40' adjacent to existing kindergarten play yard.
- One 40x60 Quad Hip Structure to replace the existing non-DSA approved structure.

Mt. Madonna School - One shade structure:

- One quad hip structure 60'x80' in the existing concrete paved area.

This proposal will include the following tasks for each site:

- Research with DSA on the history of these sites and past approvals/certifications.
- Site walk and verification of Path of Travel, and fire alarm systems.
- Site Code analysis of the entire site including building analysis, plumbing, parking, fire hydrants, FEMA flood zone mapping, etc.
- Full set of drawings for each site for DSA review and approval, including modular manufacturer drawings.
- ADA and Fire and life safety upgrades that may include path of travel upgrades, minimal restroom and drinking fountain upgrades, parking and drop off upgrades, etc.
- It is likely Rucker School will require a fire hydrant on campus. This proposal includes a new hydrant for that site. Las Animas and Mt. Madonna appear to have fire hydrants close to the site and therefore changes to hydrants at these sites are not part of this proposal.

We are including minor revisions to the restrooms and path of travel upgrades with this proposal. Major reconfigurations of restrooms and or reconstruction of walkways and such, are not included in this proposal.

This project will require the following services, which are not included in this proposal, but typically hired directly by the District for this work:

- Topographic and Underground Utility Surveys
- Geotechnical recommendations

Assumptions:

- Approval or certifications of other buildings on site are not included in this proposal.
- No reconfiguration of the structure of the building, foundations, mechanical, electrical or plumbing systems, finish upgrades, roofing, etc. are included in this proposal.
- No major reconfiguration to restrooms will be required by DSA.
- No major changes to landscape are required other than reconfiguration of the sprinkler systems.
- No site lighting upgrades will be required.
- The new code requires EV Charging stations and solar with back up batteries. We do not anticipate that DSA will require these items and therefore are not included in this fee.

We anticipate this construction cost to be approximately \$650K - \$725K depending on the amount of work DSA will mandate.

BASIC SERVICE

We will provide basic design service, which includes the normal landscape and civil (excluding off-site work) engineering services, covering the following phases:

Design Phase

We will review and evaluate the Owner-furnished program as well as schedule and budget requirements. Based on this information, we will prepare Design documents, which include drawings and a Request for Proposal for building contractors, a Statement of Probable Costs and other appropriate materials.

Construction Documents

Upon the Owner's approval of Design Phase documents, we will prepare Construction Documents consisting of drawings and specifications, setting forth in detail the requirements for the construction of the Project. On behalf of the Owner, we will seek the appropriate approval from state and local agencies of these documents and will assist the Owner in connection with the Owner's responsibility for filing other required documents. We will review the Contractor's cost estimate, which reflects the scope of work to-date.

We will assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

Construction Phase

Our responsibility to provide Basic Services for the Construction Phase commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

The basic service during the construction phase includes review of submittals, periodic site visits during construction, review and processing change orders, certification of construction payment requests and final project inspection. We anticipate the construction timeframe to be approximately 6 months total. If construction extends beyond this timeframe at not fault of the Architect, extended construction services will be billed per the Added Services below.

BASIC COMPENSATION

This fee is a **fixed fee** based on the effort and scope listed above. Any work not listed above will be considered an additional service.

Las Animas (3 shade structures):	\$71,940.00
Ruckers (2 Shade Structures):	\$59,840.00
Mt. Madonna (1 shade structure):	\$32,385.00
Total Architectural Fee	\$164,165.00

ADDITIONAL SERVICES

Services beyond Basic Service and Extended Construction Administrations services described above will be invoiced based upon standard hourly rates listed in Attachment D of our Master Agreement.

REIMBURSABLE EXPENSES

Reimbursable expenses are invoiced at 1.10 times actual cost.

PAYMENT SCHEDULE

The payment schedule for basic compensation will be as outlined in our master agreement. Invoices will be submitted monthly based on the percentage of completion of each phase of service.

We ask for your expeditious approval of this proposal. Please do not hesitate to call us if you require additional clarification on any of the above points. Otherwise, we ask that you indicate your acceptance of this Proposal by signing the enclosed copy of this letter, which will become our working agreement, and return an electronic copy to our office.

We thank you for the opportunity to be of service.

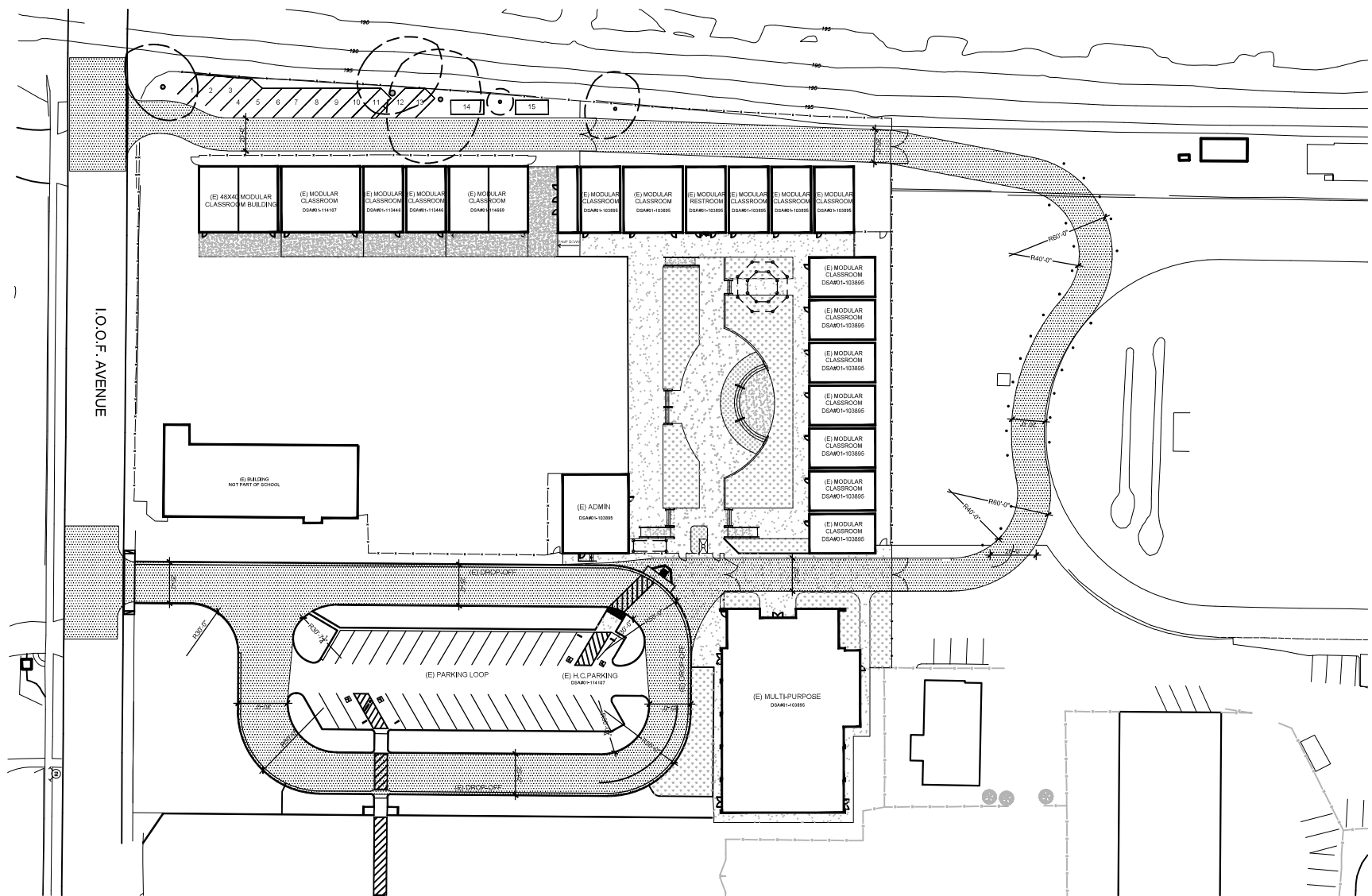
Sincerely yours,
AEDIS, Inc.



Joe A. Vela, AIA
Managing Principal – Central Valley

Accepted:

For Gilroy Unified School District



GILROY PREP SCHOOL
INTERIM PARKING SITE PLAN
NAVIGATOR SCHOOLS

SCALE: 1" = 60'
PLOT DATE: 2/17/2023 4:44:57 PM





February 9, 2023

Proposal No.: HOL-23-02-001

DSA File No.: 34-17

DSA Application No.: TBD

Mr. Paul Nadeau
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

PROJECT: EL ROBLE ELEMENTARY SCHOOL- SOLAR PV CANOPY INSTALLATION
930 THIRD STREET
GILROY, CALIFORNIA

SUBJECT: Proposal for Special Inspection and Material Testing Services

Dear Mr. Nadeau:

Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the subject project. This proposal is based upon plans and specifications provided by your team and our experience with similar projects. This proposal includes geotechnical inspection and testing services for the pier foundation drilling.

We understand that the project consists of installing (2) photovoltaic (PV) solar power arrays over an existing hard court play area.

We have assumed this project will be constructed by the basic procedures of those typically used on CBC Title 24 designed projects. Based on our review of the site drawings prepared for the project, and our recent experience with projects of a similar nature, our anticipated scope of work will include:

Geotechnical Observation and Testing Services

- Cast-in-Place Pier Foundation (geotechnical observation)

Special Inspection and Conformance Testing

- Review of submitted concrete mix designs
- Concrete batch plant inspection
- Field concrete sampling and testing
- Identifying, sampling, and tagging of reinforcing steel materials and acceptance testing
- Conformance testing of reinforcing steel samples
- Conformance testing of concrete samples



- Material ID with accompanying mill analysis reports for the steel used
- High Strength Bolts Material Sampling and Testing
- Conformance testing of High Strength Bolts samples
- Shop and field welding inspection
- Testing of post-installed anchors
- Solar panel attachment bolt identification and installation torque

Project Management and Report Preparation

- Project management and supervision
- Upload required reports and documents to DSA Certification Box,
- Preparation of Final Verified Reports

ESTIMATED FEES

Earth Systems will provide our construction inspection and material testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide the services is \$28,979.50.

Our “Scope of Anticipated Services and Cost Estimate” worksheet is attached for your information and review. A construction schedule was not available during the preparation of this estimate. The estimated fee presented above is based on an assumed number of trips presented in our scope worksheet. It is our understanding that reinforcing steel identification and sampling will occur at H&Y Rebar Inc., and that structural steel identification and shop welding will be located at Ace Welding & Fabrication, Inc. These facilities are located in Southern California, and our estimate includes utilizing an outside subcontracted inspector to provide inspection services. We have also assumed that batch plant inspection will be periodic.

Earth Systems anticipates that our coverage will be on a continuous/periodic basis as required by code and job activities. The project IOR will be responsible for coordinating our services. Any standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charged based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.



Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Field time will be subject to a two-hour minimum charge. Hourly fees for field work and travel time will be charged on a portal-to-portal basis from our office in Fremont.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	5/19/2017	6/30/2024

*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage & Accounts Payable Information Request form and return to our office at your earliest convenience.

If you find the proposed scope of work and fees satisfactory, it is our understanding that the district will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Amir Khodadadi, PE C87298
Materials Engineering Manager

Brett Faust, CEG 2386
Senior Geologist

Attachments: Anticipated Scope of Services & Cost Estimate Worksheet
Prevailing Wage & Accounts Payable Information Request
January 1, 2023 Fee Schedule



Anticipated Scope of Services & Cost Estimate

Project: El Roble Elementary School
Client: Gilroy Unified School District
Proposal No.: HOL-23-02-001

Date: 2/9/2023

(This will be a "Prevailing Wage" Project)

CWI Inspector & Special Inspector, PW \$150.00 minimum 4 hour billing increments
Technician, PW \$140.00 minimum 4 hour billing increments
CWI Inspector \$125.00 minimum 2 hour billing increments
Hourly Rate--Special Inspector \$115.00 minimum 2 hour billing increments
Hourly Rate--Technician \$105.00 minimum 2 hour billing increments
Mileage (per mile) \$0.95

Construction Inspection and Testing Services

		Trips	Hours or Units	Total	Rate	unit	Fee
Geotechnical Observation and Testing Services							
Pier Drilling Observation	Technician, PW	1	8	8	\$145.00	hr.	\$1,160.00
Mileage		1	30	30	\$0.95	mi.	\$28.50
Subtotal							\$1,188.50
Special Inspection							
Material Identification and Tagging - Rebar	(Outside Inspection Services)	2	4	8	\$120.00	hr.	\$960.00
Batch Plant Inspection (local bay area)	Special Inspector	2	2	4	\$120.00	hr.	\$480.00
Concrete Sampling	Technician, PW	2	8	16	\$145.00	hr.	\$2,320.00
Testing of Post-Installed Anchors/Epoxy Dowels	Technician, PW	4	4	16	\$145.00	hr.	\$2,320.00
Anchor Pull Test Equipment	(Equipment)		4	4	\$50.00	hr.	\$200.00
Shop Welding and Material Identification	(Outside Inspection Services)	4	8	32	\$125.00	hr.	\$4,000.00
High Strength Bolts Material ID and Sampling	Special Inspector, PW	1	4	4	\$150.00	hr.	\$600.00
Field Welding, High Strength Bolts	Special Inspector, PW	4	4	16	\$150.00		\$2,400.00
Solar Canopy Attachment Installation	Technician, PW	4	8	32	\$145.00	hr.	\$4,640.00
Sample Pickups - Concrete Specimens	Technician	3	2	6	\$105.00	hr.	\$630.00
Mileage		26	780	780	\$0.95	mi.	\$741.00
Subtotal							\$19,291.00
Laboratory Testing							
Rebar Testing			2	2	\$170.00	ea.	\$340.00
Test Bolt, Nuts, and Washers			2 sets	6	\$450.00	ea.	\$2,700.00
Concrete Cylinder Testing			2 sets	10	\$50.00	ea.	\$500.00
Subtotal							\$3,540.00
Reports and Project Management ("Special Inspection" work)							
Project Management	Senior Professional			10	\$220.00	hr.	\$2,200.00
Progress Inspection Reports and upload to the BOX	Clerical/Administrative			10	\$100.00	hr.	\$1,000.00
Engineering Review	Senior Professional			4	\$220.00	hr.	\$880.00
Final Report (Laboratory Verified Report Form DSA 291 & 293)				2	\$440.00	ea.	\$880.00
Subtotal							\$4,960.00

Estimate Total: **\$28,979.50**



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes <input type="checkbox"/> or No <input type="checkbox"/> If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	



FEE SCHEDULE – DSA/OSHPD

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

Hourly Rate

Principal Professional.....	\$250.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional	\$180.00
Staff Professional	\$150.00
DSA Masonry, Shotcrete and NDT	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$150.00
Technician, Prevailing Wage*	\$145.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician.....	\$130.00
CWI Inspector	\$120.00
Special Inspector.....	\$120.00
Technical Assistant.....	\$105.00
Technician.....	\$110.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment.
2. Field services for regular work days are subject to a 4-hour minimum charge, and billed in 4-hour increments.
3. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
6. Nuclear density gauge charge: \$15.00/hour.
7. Weekly special inspection report charge: \$120.00.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.
11. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
12. Rates are effective through June 30, 2023.



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$110.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$130.00
Atterberg Limits: Plasticity Index	\$265.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$655.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$950.00
Consolidation, one dimensional	\$230.00
Consolidation, timed, per point	\$105.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	Per Quote
Direct Shear, 3 points minimum	\$320.00
Expansion Index Test	\$210.00
Maximum Density and Optimum Moisture: 4" Mold	\$305.00
Maximum Density and Optimum Moisture: 6" Mold	\$345.00
Maximum Density and Optimum Moisture: California Impact	\$310.00
Moisture and Unit Weight Determination, from Ring Samples	\$50.00
Moisture Only.....	\$45.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$330.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts.....	\$380.00
Hydro Collapse Potential	\$170.00
Sieve/Hydrometer Analysis, Assumed specific gravity, w/200 wash	\$255.00
Sieve Analysis, Aggregate Base/Subbase	\$160.00
Sieve Analysis 200 wash only	\$155.00
Sieve Analysis with wash	\$140.00
Sieve Analysis, Oversize Material	\$220.00
Specific Gravity	\$155.00
Swell Test, undisturbed	\$210.00
Swell Test, remolded	\$235.00
Unconfined Compressive Strength, untreated.....	\$155.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$495.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$305.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$565.00
Absorption, Coarse Aggregate	\$105.00
Absorption, Fine Aggregate	\$155.00
Clay Lumps and Friable Particles in Aggregate	\$130.00
Cleanness Value of Coarse Aggregate	\$180.00
Crushed Particles, each size	\$155.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$205.00
Flat and Elongated Particles in Aggregate	\$130.00
Organic Impurities in Fine Aggregate	\$105.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$175.00
Sieve Analysis, washed	\$205.00
Soundness, Sodium Sulfate, 5 cycles	\$455.00
Specific Gravity, Coarse Aggregate	\$155.00
Specific Gravity, Fine Aggregate	\$155.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$290.00
Unit Weight of Aggregate	\$155.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$50.00*
Compression Test of Cored Samples, cored at laboratory	\$125.00
Compression Test of cores delivered by others	\$105.00
Compression Test of Lightweight Concrete	\$55.00*
Density of Concrete Cylinders	\$85.00
Density of Hardened Concrete	\$110.00
Flexural Strength, Simple Beam with Third Point Loading	\$185.00
Grading of Shotcrete Cores	\$195.00
Sample Storage, monthly per sample	\$50.00
Shrinkage, set of 3	\$405.00
Unit Weight of Lightweight Concrete	\$135.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$5.00
Enviro. Recycle Fee/Form Stripping, per Shotcrete Panel/Beam	\$70.00

MASONRY

Absorption of Block, set of 3	\$170.00
Compression Test, 2" x 4" Mortar Cylinders	\$45.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$50.00*
Compression Test on Block, set of 3	\$170.00
Compression Test on Grouted Prisms, includes cutting	\$170.00*
Compression Test on Masonry Cores	\$90.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$250.00
Moisture Content of Block as received, set of 3	\$110.00
Shear Test on Masonry Cores, 2 faces	\$155.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro. Recycling Fee, per masonry prism	\$5.00
Enviro. Recycling Fee, per mortar or grout sample	\$7.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$85.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$85.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$245.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$405.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$250.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$265.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$500.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$895.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$280.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$855.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$55.00
Sieve Analysis of Extracted Aggregate.....	\$290.00
Sieve Analysis of Ignition Oven Residue	\$275.00
Specific Gravity, Theoretical Maximum, Rice Method	\$175.00
Stability and Flow, Marshall Apparatus, set of 3	\$245.00
Stabilometer, Hveem S-Value, set of 3.....	\$355.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$50.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$85.00
Pipe Flattening Test, sample preparation not included	\$80.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$255.00
Structural Steel Bend Test, sample preparation not included	\$85.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$85.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$175.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$120.00/day
Anchor Pull Test Equipment.....	\$50.00/hr.
Bailer (disposable) w/dedicated rope	\$40.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$50.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$95.00/day
Double Ring Infiltrrometer (per set)	\$170.00/day
Drum Dolly.....	\$45.00/day
Drums.....	\$95.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$70.00/day
Lock n, Load VOC Sample Pres. Sys.	\$40.00/ea.



FEE SCHEDULE – DSA/OSHDPD – MATERIALS TESTING

(Effective January 1, 2023)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$30.00/hr.
Non-Destructive Testing Equipment	\$50.00/hr.
Manometer	\$160.00/day
Mini-Troll Groundwater Level Transducer	\$120.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$265.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$85.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$205.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$30.00/ea.
Soil Sampling Containers (glass).....	\$15.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$215.00/day
Torque/Tension Equipment	\$215.00/day
Water Level Indicator	\$60.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$100.00
DSA Box Posting, ea.....	\$100.00
DSA Lab Compliance, per week.....	\$100.00
Vehicle Mileage Charge.....	\$0.95



EXPERT WITNESS SERVICES

(Effective January 1, 2023)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.



February 9, 2023

Proposal No.: HOL-23-02-002

DSA File No.: 34-17

DSA Application No.: TBD

Mr. Paul Nadeau
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

PROJECT: Eliot Elementary School- Solar PV Canopy Installation
475 OLD GILROY STREET
GILROY, CALIFORNIA

SUBJECT: Proposal for Special Inspection and Material Testing Services

Dear Mr. Nadeau:

Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the subject project. This proposal is based upon plans and specifications provided by your team and our experience with similar projects. This proposal includes geotechnical inspection and testing services for the pier foundation drilling.

We understand that the project consists of installing (1) photovoltaic (PV) solar power array in a stage student assembly area.

We have assumed this project will be constructed by the basic procedures of those typically used on CBC Title 24 designed projects. Based on our review of the site drawings prepared for the project, and our recent experience with projects of a similar nature, our anticipated scope of work will include:

Geotechnical Observation and Testing Services

- Cast-in-Place Pier Foundation (geotechnical observation)

Special Inspection and Conformance Testing

- Review of submitted concrete mix designs
- Concrete batch plant inspection
- Field concrete sampling and testing
- Identifying, sampling, and tagging of reinforcing steel materials and acceptance testing
- Conformance testing of reinforcing steel samples
- Conformance testing of concrete samples



- Material ID with accompanying mill analysis reports for the steel used
- High Strength Bolts Material Sampling and Testing
- Conformance testing of High Strength Bolts samples
- Shop and field welding inspection
- Testing of post-installed anchors
- Solar panel attachment bolt identification and installation torque

Project Management and Report Preparation

- Project management and supervision
- Upload required reports and documents to DSA Certification Box,
- Preparation of Final Verified Reports

ESTIMATED FEES

Earth Systems will provide our construction inspection and material testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide the services is \$21,673.00.

Our “Scope of Anticipated Services and Cost Estimate” worksheet is attached for your information and review. A construction schedule was not available during the preparation of this estimate. The estimated fee presented above is based on an assumed number of trips presented in our scope worksheet. It is our understanding that reinforcing steel identification and sampling will occur at H&Y Rebar Inc., and that structural steel identification and shop welding will be located at Ace Welding & Fabrication, Inc. These facilities are located in Southern California, and our estimate includes utilizing an outside subcontracted inspector to provide inspection services. We have also assumed that batch plant inspection will be periodic.

Earth Systems anticipates that our coverage will be on a continuous/periodic basis as required by code and job activities. The project IOR will be responsible for coordinating our services. Any standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charged based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.



Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Field time will be subject to a two-hour minimum charge. Hourly fees for field work and travel time will be charged on a portal-to-portal basis from our office in Fremont.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	5/19/2017	6/30/2024

*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage & Accounts Payable Information Request form and return to our office at your earliest convenience.

If you find the proposed scope of work and fees satisfactory, it is our understanding that the district will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Amir Khodadadi, PE C87298
Materials Engineering Manager

Brett Faust, CEG 2386
Senior Geologist

Attachments: Anticipated Scope of Services & Cost Estimate Worksheet
Prevailing Wage & Accounts Payable Information Request
January 1, 2023 Fee Schedule



Anticipated Scope of Services & Cost Estimate

Project: Eliot Elementary School
Client: Gilroy Unified School District
Proposal No.: HOL-23-02-002

Date: 2/9/2023

(This will be a "Prevailing Wage" Project)

CWI Inspector & Special Inspector, PW \$150.00 minimum 4 hour billing increments
Technician, PW \$140.00 minimum 4 hour billing increments
CWI Inspector \$125.00 minimum 2 hour billing increments
Hourly Rate--Special Inspector \$115.00 minimum 2 hour billing increments
Hourly Rate--Technician \$105.00 minimum 2 hour billing increments
Mileage (per mile) \$0.95

Construction Inspection and Testing Services

		Trips	Hours or Units	Total	Rate	unit	Fee
Geotechnical Observation and Testing Services							
Pier Drilling Observation	Technician, PW	1	8	8	\$145.00	hr.	\$1,160.00
Mileage		1	30	30	\$0.95	mi.	\$28.50
Subtotal							\$1,188.50
Special Inspection							
Material Identification and Tagging - Rebar	(Outside Inspection Services)	2	4	8	\$120.00	hr.	\$960.00
Batch Plant Inspection (local bay area)	Special Inspector	2	2	4	\$120.00	hr.	\$480.00
Concrete Sampling	Technician, PW	2	6	12	\$145.00	hr.	\$1,740.00
Testing of Post-Installed Anchors/Epoxy Dowels	Technician, PW	1	4	4	\$145.00	hr.	\$580.00
Anchor Pull Test Equipment	(Equipment)		4	4	\$50.00	hr.	\$200.00
Shop Welding and Material Identification	(Outside Inspection Services)	3	8	24	\$125.00	hr.	\$3,000.00
High Strength Bolts Material ID and Sampling	Special Inspector, PW	1	4	4	\$150.00	hr.	\$600.00
Field Welding, High Strength Bolts	Special Inspector, PW	2	4	8	\$150.00		\$1,200.00
Solar Canopy Attachment Installation	Technician, PW	2	8	16	\$145.00	hr.	\$2,320.00
Sample Pickups - Concrete Specimens	Technician	2	2	4	\$105.00	hr.	\$420.00
Mileage		17	510	510	\$0.95	mi.	\$484.50
Subtotal							\$11,984.50
Laboratory Testing							
Rebar Testing			2	2	\$170.00	ea.	\$340.00
Test Bolt, Nuts, and Washers			2 sets	6	\$450.00	ea.	\$2,700.00
Concrete Cylinder Testing			2 sets	10	\$50.00	ea.	\$500.00
Subtotal							\$3,540.00
Reports and Project Management ("Special Inspection" work)							
Project Management	Senior Professional			10	\$220.00	hr.	\$2,200.00
Progress Inspection Reports and upload to the BOX	Clerical/Administrative			10	\$100.00	hr.	\$1,000.00
Engineering Review	Senior Professional			4	\$220.00	hr.	\$880.00
Final Report (Laboratory Verified Report Form DSA 291 & 293)				2	\$440.00	ea.	\$880.00
Subtotal							\$4,960.00

Estimate Total: **\$21,673.00**



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes <input type="checkbox"/> or No <input type="checkbox"/> If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	



FEE SCHEDULE – DSA/OSHPD

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

Hourly Rate

Principal Professional.....	\$250.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional	\$180.00
Staff Professional	\$150.00
DSA Masonry, Shotcrete and NDT	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$150.00
Technician, Prevailing Wage*	\$145.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician.....	\$130.00
CWI Inspector	\$120.00
Special Inspector.....	\$120.00
Technical Assistant.....	\$105.00
Technician	\$110.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment.
2. Field services for regular work days are subject to a 4-hour minimum charge, and billed in 4-hour increments.
3. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
6. Nuclear density gauge charge: \$15.00/hour.
7. Weekly special inspection report charge: \$120.00.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.
11. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
12. Rates are effective through June 30, 2023.



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$110.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$130.00
Atterberg Limits: Plasticity Index	\$265.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$655.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$950.00
Consolidation, one dimensional	\$230.00
Consolidation, timed, per point	\$105.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	Per Quote
Direct Shear, 3 points minimum	\$320.00
Expansion Index Test	\$210.00
Maximum Density and Optimum Moisture: 4" Mold	\$305.00
Maximum Density and Optimum Moisture: 6" Mold	\$345.00
Maximum Density and Optimum Moisture: California Impact	\$310.00
Moisture and Unit Weight Determination, from Ring Samples	\$50.00
Moisture Only.....	\$45.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$330.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts.....	\$380.00
Hydro Collapse Potential	\$170.00
Sieve/Hydrometer Analysis, Assumed specific gravity, w/200 wash	\$255.00
Sieve Analysis, Aggregate Base/Subbase	\$160.00
Sieve Analysis 200 wash only	\$155.00
Sieve Analysis with wash	\$140.00
Sieve Analysis, Oversize Material	\$220.00
Specific Gravity	\$155.00
Swell Test, undisturbed	\$210.00
Swell Test, remolded	\$235.00
Unconfined Compressive Strength, untreated.....	\$155.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$495.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$305.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$565.00
Absorption, Coarse Aggregate	\$105.00
Absorption, Fine Aggregate	\$155.00
Clay Lumps and Friable Particles in Aggregate	\$130.00
Cleanness Value of Coarse Aggregate	\$180.00
Crushed Particles, each size	\$155.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$205.00
Flat and Elongated Particles in Aggregate	\$130.00
Organic Impurities in Fine Aggregate	\$105.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$175.00
Sieve Analysis, washed	\$205.00
Soundness, Sodium Sulfate, 5 cycles	\$455.00
Specific Gravity, Coarse Aggregate	\$155.00
Specific Gravity, Fine Aggregate	\$155.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$290.00
Unit Weight of Aggregate	\$155.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$50.00*
Compression Test of Cored Samples, cored at laboratory	\$125.00
Compression Test of cores delivered by others	\$105.00
Compression Test of Lightweight Concrete	\$55.00*
Density of Concrete Cylinders	\$85.00
Density of Hardened Concrete	\$110.00
Flexural Strength, Simple Beam with Third Point Loading	\$185.00
Grading of Shotcrete Cores	\$195.00
Sample Storage, monthly per sample	\$50.00
Shrinkage, set of 3	\$405.00
Unit Weight of Lightweight Concrete	\$135.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$5.00
Enviro. Recycle Fee/Form Stripping, per Shotcrete Panel/Beam	\$70.00

MASONRY

Absorption of Block, set of 3	\$170.00
Compression Test, 2" x 4" Mortar Cylinders	\$45.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$50.00*
Compression Test on Block, set of 3	\$170.00
Compression Test on Grouted Prisms, includes cutting	\$170.00*
Compression Test on Masonry Cores	\$90.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$250.00
Moisture Content of Block as received, set of 3	\$110.00
Shear Test on Masonry Cores, 2 faces	\$155.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
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Enviro. Recycling Fee, per mortar or grout sample	\$7.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$85.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$85.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$245.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$405.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$250.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$265.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$500.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$895.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$280.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$855.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$55.00
Sieve Analysis of Extracted Aggregate.....	\$290.00
Sieve Analysis of Ignition Oven Residue	\$275.00
Specific Gravity, Theoretical Maximum, Rice Method	\$175.00
Stability and Flow, Marshall Apparatus, set of 3	\$245.00
Stabilometer, Hveem S-Value, set of 3.....	\$355.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$50.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$85.00
Pipe Flattening Test, sample preparation not included	\$80.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$255.00
Structural Steel Bend Test, sample preparation not included	\$85.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$85.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$175.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$120.00/day
Anchor Pull Test Equipment.....	\$50.00/hr.
Bailer (disposable) w/dedicated rope	\$40.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$50.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$95.00/day
Double Ring Infiltrrometer (per set)	\$170.00/day
Drum Dolly.....	\$45.00/day
Drums.....	\$95.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$70.00/day
Lock n, Load VOC Sample Pres. Sys.	\$40.00/ea.



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$30.00/hr.
Non-Destructive Testing Equipment	\$50.00/hr.
Manometer	\$160.00/day
Mini-Troll Groundwater Level Transducer	\$120.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$265.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$85.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$205.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$30.00/ea.
Soil Sampling Containers (glass).....	\$15.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$215.00/day
Torque/Tension Equipment	\$215.00/day
Water Level Indicator	\$60.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$100.00
DSA Box Posting, ea.....	\$100.00
DSA Lab Compliance, per week.....	\$100.00
Vehicle Mileage Charge.....	\$0.95



EXPERT WITNESS SERVICES

(Effective January 1, 2023)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.



February 9, 2023

Proposal No.: HOL-23-02-003

DSA File No.: 34-17

DSA Application No.: TBD

Mr. Paul Nadeau
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

PROJECT: GLEN VIEW ELEMENTARY SCHOOL- SOLAR PV CANOPY INSTALLATION
600 WEST EIGHTH STREET
GILROY, CALIFORNIA

SUBJECT: Proposal for Special Inspection and Material Testing Services

Dear Mr. Nadeau:

Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the subject project. This proposal is based upon plans and specifications provided by your team and our experience with similar projects. This proposal includes geotechnical inspection and testing services for the pier foundation drilling.

We understand that the project consists of installing (4) photovoltaic (PV) solar power arrays in a parking area and outdoor student assembly area.

We have assumed this project will be constructed by the basic procedures of those typically used on CBC Title 24 designed projects. Based on our review of the site drawings prepared for the project, and our recent experience with projects of a similar nature, our anticipated scope of work will include:

Geotechnical Observation and Testing Services

- Cast-in-Place Pier Foundation (geotechnical observation)

Special Inspection and Conformance Testing

- Review of submitted concrete mix designs
- Concrete batch plant inspection
- Field concrete sampling and testing
- Identifying, sampling, and tagging of reinforcing steel materials and acceptance testing
- Conformance testing of reinforcing steel samples
- Conformance testing of concrete samples



- Material ID with accompanying mill analysis reports for the steel used
- High Strength Bolts Material Sampling and Testing
- Conformance testing of High Strength Bolts samples
- Shop and field welding inspection
- Testing of post-installed anchors
- Solar panel attachment bolt identification and installation torque

Project Management and Report Preparation

- Project management and supervision
- Upload required reports and documents to DSA Certification Box,
- Preparation of Final Verified Reports

ESTIMATED FEES

Earth Systems will provide our construction inspection and material testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide the services is \$30,008.00.

Our “Scope of Anticipated Services and Cost Estimate” worksheet is attached for your information and review. A construction schedule was not available during the preparation of this estimate. The estimated fee presented above is based on an assumed number of trips presented in our scope worksheet. It is our understanding that reinforcing steel identification and sampling will occur at H&Y Rebar Inc., and that structural steel identification and shop welding will be located at Ace Welding & Fabrication, Inc. These facilities are located in Southern California, and our estimate includes utilizing an outside subcontracted inspector to provide inspection services. We have also assumed that batch plant inspection will be periodic.

Earth Systems anticipates that our coverage will be on a continuous/periodic basis as required by code and job activities. The project IOR will be responsible for coordinating our services. Any standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charged based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.



Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Field time will be subject to a two-hour minimum charge. Hourly fees for field work and travel time will be charged on a portal-to-portal basis from our office in Fremont.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	5/19/2017	6/30/2024

*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage & Accounts Payable Information Request form and return to our office at your earliest convenience.

If you find the proposed scope of work and fees satisfactory, it is our understanding that the district will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Amir Khodadadi, PE C87298
Materials Engineering Manager

Brett Faust, CEG 2386
Senior Geologist

Attachments: Anticipated Scope of Services & Cost Estimate Worksheet
Prevailing Wage & Accounts Payable Information Request
January 1, 2023 Fee Schedule



Anticipated Scope of Services & Cost Estimate

Project: Glen View Elementary School

Date: 2/9/2023

Client: Gilroy Unified School District

Proposal No.: HOL-23-02-003

(This will be a "Prevailing Wage" Project)

CWI Inspector & Special Inspector, PW	\$150.00	minimum 4 hour billing increments
Technician, PW	\$140.00	minimum 4 hour billing increments
CWI Inspector	\$125.00	minimum 2 hour billing increments
Hourly Rate--Special Inspector	\$115.00	minimum 2 hour billing increments
Hourly Rate--Technician	\$105.00	minimum 2 hour billing increments
Mileage (per mile)	\$0.95	

Construction Inspection and Testing Services

		Trips	Hours or Units	Total	Rate	unit	Fee
Geotechnical Observation and Testing Services							
Pier Drilling Observation	Technician, PW	1	8	8	\$145.00	hr.	\$1,160.00
Mileage		1	30	30	\$0.95	mi.	\$28.50
Subtotal							\$1,188.50
Special Inspection							
Material Identification and Tagging - Rebar	(Outside Inspection Services)	2	4	8	\$120.00	hr.	\$960.00
Batch Plant Inspection (local bay area)	Special Inspector	2	2	4	\$120.00	hr.	\$480.00
Concrete Sampling	Technician, PW	2	8	16	\$145.00	hr.	\$2,320.00
Testing of Post-Installed Anchors/Epoxy Dowels	Technician, PW	4	4	16	\$145.00	hr.	\$2,320.00
Anchor Pull Test Equipment	(Equipment)		4	4	\$50.00	hr.	\$200.00
Shop Welding and Material Identification	(Outside Inspection Services)	5	8	40	\$125.00	hr.	\$5,000.00
High Strength Bolts Material ID and Sampling	Special Inspector, PW	1	4	4	\$150.00	hr.	\$600.00
Field Welding, High Strength Bolts	Special Inspector, PW	4	4	16	\$150.00		\$2,400.00
Solar Canopy Attachment Installation	Technician, PW	4	8	32	\$145.00	hr.	\$4,640.00
Sample Pickups - Concrete Specimens	Technician	3	2	6	\$105.00	hr.	\$630.00
Mileage		27	810	810	\$0.95	mi.	\$769.50
Subtotal							\$20,319.50
Laboratory Testing							
Rebar Testing			2	2	\$170.00	ea.	\$340.00
Test Bolt, Nuts, and Washers			2 sets	6	\$450.00	ea.	\$2,700.00
Concrete Cylinder Testing			2 sets	10	\$50.00	ea.	\$500.00
Subtotal							\$3,540.00
Reports and Project Management ("Special Inspection" work)							
Project Management	Senior Professional			10	\$220.00	hr.	\$2,200.00
Progress Inspection Reports and upload to the BOX	Clerical/Administrative			10	\$100.00	hr.	\$1,000.00
Engineering Review	Senior Professional			4	\$220.00	hr.	\$880.00
Final Report (Laboratory Verified Report Form DSA 291 & 293)				2	\$440.00	ea.	\$880.00
Subtotal							\$4,960.00

Estimate Total: **\$30,008.00**



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems PWC Registration No.	Earth Systems Pacific 1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes <input type="checkbox"/> or No <input type="checkbox"/> If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	



FEE SCHEDULE – DSA/OSHPD

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

Hourly Rate

Principal Professional.....	\$250.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional	\$180.00
Staff Professional	\$150.00
DSA Masonry, Shotcrete and NDT	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$150.00
Technician, Prevailing Wage*	\$145.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician.....	\$130.00
CWI Inspector	\$120.00
Special Inspector.....	\$120.00
Technical Assistant.....	\$105.00
Technician.....	\$110.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment.
2. Field services for regular work days are subject to a 4-hour minimum charge, and billed in 4-hour increments.
3. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
6. Nuclear density gauge charge: \$15.00/hour.
7. Weekly special inspection report charge: \$120.00.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.
11. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
12. Rates are effective through June 30, 2023.



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$110.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$130.00
Atterberg Limits: Plasticity Index	\$265.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$655.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$950.00
Consolidation, one dimensional	\$230.00
Consolidation, timed, per point	\$105.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	Per Quote
Direct Shear, 3 points minimum	\$320.00
Expansion Index Test	\$210.00
Maximum Density and Optimum Moisture: 4" Mold	\$305.00
Maximum Density and Optimum Moisture: 6" Mold	\$345.00
Maximum Density and Optimum Moisture: California Impact	\$310.00
Moisture and Unit Weight Determination, from Ring Samples	\$50.00
Moisture Only.....	\$45.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$330.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts.....	\$380.00
Hydro Collapse Potential	\$170.00
Sieve/Hydrometer Analysis, Assumed specific gravity, w/200 wash	\$255.00
Sieve Analysis, Aggregate Base/Subbase	\$160.00
Sieve Analysis 200 wash only	\$155.00
Sieve Analysis with wash	\$140.00
Sieve Analysis, Oversize Material	\$220.00
Specific Gravity	\$155.00
Swell Test, undisturbed	\$210.00
Swell Test, remolded	\$235.00
Unconfined Compressive Strength, untreated.....	\$155.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$495.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$305.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$565.00
Absorption, Coarse Aggregate	\$105.00
Absorption, Fine Aggregate	\$155.00
Clay Lumps and Friable Particles in Aggregate	\$130.00
Cleanness Value of Coarse Aggregate	\$180.00
Crushed Particles, each size	\$155.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$205.00
Flat and Elongated Particles in Aggregate	\$130.00
Organic Impurities in Fine Aggregate	\$105.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$175.00
Sieve Analysis, washed	\$205.00
Soundness, Sodium Sulfate, 5 cycles	\$455.00
Specific Gravity, Coarse Aggregate	\$155.00
Specific Gravity, Fine Aggregate	\$155.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$290.00
Unit Weight of Aggregate	\$155.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$50.00*
Compression Test of Cored Samples, cored at laboratory	\$125.00
Compression Test of cores delivered by others	\$105.00
Compression Test of Lightweight Concrete	\$55.00*
Density of Concrete Cylinders	\$85.00
Density of Hardened Concrete	\$110.00
Flexural Strength, Simple Beam with Third Point Loading	\$185.00
Grading of Shotcrete Cores	\$195.00
Sample Storage, monthly per sample	\$50.00
Shrinkage, set of 3	\$405.00
Unit Weight of Lightweight Concrete	\$135.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$5.00
Enviro. Recycle Fee/Form Stripping, per Shotcrete Panel/Beam	\$70.00

MASONRY

Absorption of Block, set of 3	\$170.00
Compression Test, 2" x 4" Mortar Cylinders	\$45.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$50.00*
Compression Test on Block, set of 3	\$170.00
Compression Test on Grouted Prisms, includes cutting	\$170.00*
Compression Test on Masonry Cores	\$90.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$250.00
Moisture Content of Block as received, set of 3	\$110.00
Shear Test on Masonry Cores, 2 faces	\$155.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro. Recycling Fee, per masonry prism	\$5.00
Enviro. Recycling Fee, per mortar or grout sample	\$7.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$85.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$85.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$245.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$405.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$250.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$265.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$500.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$895.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$280.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$855.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$55.00
Sieve Analysis of Extracted Aggregate.....	\$290.00
Sieve Analysis of Ignition Oven Residue	\$275.00
Specific Gravity, Theoretical Maximum, Rice Method	\$175.00
Stability and Flow, Marshall Apparatus, set of 3	\$245.00
Stabilometer, Hveem S-Value, set of 3.....	\$355.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$50.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$85.00
Pipe Flattening Test, sample preparation not included	\$80.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$255.00
Structural Steel Bend Test, sample preparation not included	\$85.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$85.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$175.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$120.00/day
Anchor Pull Test Equipment.....	\$50.00/hr.
Bailer (disposable) w/dedicated rope	\$40.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$50.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$95.00/day
Double Ring Infiltrrometer (per set)	\$170.00/day
Drum Dolly.....	\$45.00/day
Drums.....	\$95.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$70.00/day
Lock n, Load VOC Sample Pres. Sys.	\$40.00/ea.



FEE SCHEDULE – DSA/OSHDPD – MATERIALS TESTING

(Effective January 1, 2023)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$30.00/hr.
Non-Destructive Testing Equipment	\$50.00/hr.
Manometer	\$160.00/day
Mini-Troll Groundwater Level Transducer	\$120.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$265.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$85.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$205.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$30.00/ea.
Soil Sampling Containers (glass).....	\$15.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$215.00/day
Torque/Tension Equipment	\$215.00/day
Water Level Indicator	\$60.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$100.00
DSA Box Posting, ea.....	\$100.00
DSA Lab Compliance, per week.....	\$100.00
Vehicle Mileage Charge.....	\$0.95



EXPERT WITNESS SERVICES

(Effective January 1, 2023)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.



February 9, 2023

Proposal No.: HOL-23-02-004

DSA File No.: 34-17

DSA Application No.: TBD

Mr. Paul Nadeau
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

PROJECT: LUIGI APREA ELEMENTARY SCHOOL- SOLAR PV CANOPY INSTALLATION
9225 CALLE DEL RAY
GILROY, CALIFORNIA

SUBJECT: Proposal for Special Inspection and Material Testing Services

Dear Mr. Nadeau:

Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the subject project. This proposal is based upon plans and specifications provided by your team and our experience with similar projects. This proposal includes geotechnical inspection and testing services for the pier foundation drilling.

We understand that the project consists of installing (2) photovoltaic (PV) solar power arrays over a hardcourt play and lunch shelter area.

We have assumed this project will be constructed by the basic procedures of those typically used on CBC Title 24 designed projects. Based on our review of the site drawings prepared for the project, and our recent experience with projects of a similar nature, our anticipated scope of work will include:

Geotechnical Observation and Testing Services

- Cast-in-Place Pier Foundation (geotechnical observation)

Special Inspection and Conformance Testing

- Review of submitted concrete mix designs
- Concrete batch plant inspection
- Field concrete sampling and testing
- Identifying, sampling, and tagging of reinforcing steel materials and acceptance testing
- Conformance testing of reinforcing steel samples
- Conformance testing of concrete samples



- Material ID with accompanying mill analysis reports for the steel used
- High Strength Bolts Material Sampling and Testing
- Conformance testing of High Strength Bolts samples
- Shop and field welding inspection
- Testing of post-installed anchors
- Solar panel attachment bolt identification and installation torque

Project Management and Report Preparation

- Project management and supervision
- Upload required reports and documents to DSA Certification Box,
- Preparation of Final Verified Reports

ESTIMATED FEES

Earth Systems will provide our construction inspection and material testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide the services is \$28,979.50.

Our "Scope of Anticipated Services and Cost Estimate" worksheet is attached for your information and review. A construction schedule was not available during the preparation of this estimate. The estimated fee presented above is based on an assumed number of trips presented in our scope worksheet. It is our understanding that reinforcing steel identification and sampling will occur at H&Y Rebar Inc., and that structural steel identification and shop welding will be located at Ace Welding & Fabrication, Inc. These facilities are located in Southern California, and our estimate includes utilizing an outside subcontracted inspector to provide inspection services. We have also assumed that batch plant inspection will be periodic.

Earth Systems anticipates that our coverage will be on a continuous/periodic basis as required by code and job activities. The project IOR will be responsible for coordinating our services. Any standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charged based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.



Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Field time will be subject to a two-hour minimum charge. Hourly fees for field work and travel time will be charged on a portal-to-portal basis from our office in Fremont.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	5/19/2017	6/30/2024

*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage & Accounts Payable Information Request form and return to our office at your earliest convenience.

If you find the proposed scope of work and fees satisfactory, it is our understanding that the district will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Amir Khodadadi, PE C87298
Materials Engineering Manager

Brett Faust, CEG 2386
Senior Geologist

Attachments: Anticipated Scope of Services & Cost Estimate Worksheet
Prevailing Wage & Accounts Payable Information Request
January 1, 2023 Fee Schedule



Anticipated Scope of Services & Cost Estimate

Project: Luigi Aprea Elementary School

Date: 2/9/2023

Client: Gilroy Unified School District

Proposal No.: HOL-23-02-004

(This will be a "Prevailing Wage" Project)

CWI Inspector & Special Inspector, PW	\$150.00	minimum 4 hour billing increments
Technician, PW	\$140.00	minimum 4 hour billing increments
CWI Inspector	\$125.00	minimum 2 hour billing increments
Hourly Rate--Special Inspector	\$115.00	minimum 2 hour billing increments
Hourly Rate--Technician	\$105.00	minimum 2 hour billing increments
Mileage (per mile)	\$0.95	

Construction Inspection and Testing Services

		Trips	Hours or Units	Total	Rate	unit	Fee
Geotechnical Observation and Testing Services							
Pier Drilling Observation	Technician, PW	1	8	8	\$145.00	hr.	\$1,160.00
Mileage		1	30	30	\$0.95	mi.	\$28.50
Subtotal							\$1,188.50
Special Inspection							
Material Identification and Tagging - Rebar	(Outside Inspection Services)	2	4	8	\$120.00	hr.	\$960.00
Batch Plant Inspection (local bay area)	Special Inspector	2	2	4	\$120.00	hr.	\$480.00
Concrete Sampling	Technician, PW	2	8	16	\$145.00	hr.	\$2,320.00
Testing of Post-Installed Anchors/Epoxy Dowels	Technician, PW	4	4	16	\$145.00	hr.	\$2,320.00
Anchor Pull Test Equipment	(Equipment)		4	4	\$50.00	hr.	\$200.00
Shop Welding and Material Identification	(Outside Inspection Services)	4	8	32	\$125.00	hr.	\$4,000.00
High Strength Bolts Material ID and Sampling	Special Inspector, PW	1	4	4	\$150.00	hr.	\$600.00
Field Welding, High Strength Bolts	Special Inspector, PW	4	4	16	\$150.00		\$2,400.00
Solar Canopy Attachment Installation	Technician, PW	4	8	32	\$145.00	hr.	\$4,640.00
Sample Pickups - Concrete Specimens	Technician	3	2	6	\$105.00	hr.	\$630.00
Mileage		26	780	780	\$0.95	mi.	\$741.00
Subtotal							\$19,291.00
Laboratory Testing							
Rebar Testing			2	2	\$170.00	ea.	\$340.00
Test Bolt, Nuts, and Washers			2 sets	6	\$450.00	ea.	\$2,700.00
Concrete Cylinder Testing			2 sets	10	\$50.00	ea.	\$500.00
Subtotal							\$3,540.00
Reports and Project Management ("Special Inspection" work)							
Project Management	Senior Professional			10	\$220.00	hr.	\$2,200.00
Progress Inspection Reports and upload to the BOX	Clerical/Administrative			10	\$100.00	hr.	\$1,000.00
Engineering Review	Senior Professional			4	\$220.00	hr.	\$880.00
Final Report (Laboratory Verified Report Form DSA 291 & 293)				2	\$440.00	ea.	\$880.00
Subtotal							\$4,960.00

Estimate Total: **\$28,979.50**



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes <input type="checkbox"/> or No <input type="checkbox"/> If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	



FEE SCHEDULE – DSA/OSHPD

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

Hourly Rate

Principal Professional.....	\$250.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional	\$180.00
Staff Professional	\$150.00
DSA Masonry, Shotcrete and NDT	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$150.00
Technician, Prevailing Wage*	\$145.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician.....	\$130.00
CWI Inspector	\$120.00
Special Inspector.....	\$120.00
Technical Assistant.....	\$105.00
Technician	\$110.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment.
2. Field services for regular work days are subject to a 4-hour minimum charge, and billed in 4-hour increments.
3. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
6. Nuclear density gauge charge: \$15.00/hour.
7. Weekly special inspection report charge: \$120.00.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.
11. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
12. Rates are effective through June 30, 2023.



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$110.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$130.00
Atterberg Limits: Plasticity Index	\$265.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$655.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$950.00
Consolidation, one dimensional	\$230.00
Consolidation, timed, per point	\$105.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	Per Quote
Direct Shear, 3 points minimum	\$320.00
Expansion Index Test	\$210.00
Maximum Density and Optimum Moisture: 4" Mold	\$305.00
Maximum Density and Optimum Moisture: 6" Mold	\$345.00
Maximum Density and Optimum Moisture: California Impact	\$310.00
Moisture and Unit Weight Determination, from Ring Samples	\$50.00
Moisture Only.....	\$45.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$330.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts.....	\$380.00
Hydro Collapse Potential	\$170.00
Sieve/Hydrometer Analysis, Assumed specific gravity, w/200 wash	\$255.00
Sieve Analysis, Aggregate Base/Subbase	\$160.00
Sieve Analysis 200 wash only	\$155.00
Sieve Analysis with wash	\$140.00
Sieve Analysis, Oversize Material	\$220.00
Specific Gravity	\$155.00
Swell Test, undisturbed	\$210.00
Swell Test, remolded	\$235.00
Unconfined Compressive Strength, untreated.....	\$155.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$495.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$305.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$565.00
Absorption, Coarse Aggregate	\$105.00
Absorption, Fine Aggregate	\$155.00
Clay Lumps and Friable Particles in Aggregate	\$130.00
Cleanness Value of Coarse Aggregate	\$180.00
Crushed Particles, each size	\$155.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$205.00
Flat and Elongated Particles in Aggregate	\$130.00
Organic Impurities in Fine Aggregate	\$105.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$175.00
Sieve Analysis, washed	\$205.00
Soundness, Sodium Sulfate, 5 cycles	\$455.00
Specific Gravity, Coarse Aggregate	\$155.00
Specific Gravity, Fine Aggregate	\$155.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$290.00
Unit Weight of Aggregate	\$155.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$50.00*
Compression Test of Cored Samples, cored at laboratory	\$125.00
Compression Test of cores delivered by others	\$105.00
Compression Test of Lightweight Concrete	\$55.00*
Density of Concrete Cylinders	\$85.00
Density of Hardened Concrete	\$110.00
Flexural Strength, Simple Beam with Third Point Loading	\$185.00
Grading of Shotcrete Cores	\$195.00
Sample Storage, monthly per sample	\$50.00
Shrinkage, set of 3	\$405.00
Unit Weight of Lightweight Concrete	\$135.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$5.00
Enviro. Recycle Fee/Form Stripping, per Shotcrete Panel/Beam	\$70.00

MASONRY

Absorption of Block, set of 3	\$170.00
Compression Test, 2" x 4" Mortar Cylinders	\$45.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$50.00*
Compression Test on Block, set of 3	\$170.00
Compression Test on Grouted Prisms, includes cutting	\$170.00*
Compression Test on Masonry Cores	\$90.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$250.00
Moisture Content of Block as received, set of 3	\$110.00
Shear Test on Masonry Cores, 2 faces	\$155.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro. Recycling Fee, per masonry prism	\$5.00
Enviro. Recycling Fee, per mortar or grout sample	\$7.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$85.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$85.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$245.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$405.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$250.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$265.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$500.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$895.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$280.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$855.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$55.00
Sieve Analysis of Extracted Aggregate.....	\$290.00
Sieve Analysis of Ignition Oven Residue	\$275.00
Specific Gravity, Theoretical Maximum, Rice Method	\$175.00
Stability and Flow, Marshall Apparatus, set of 3	\$245.00
Stabilometer, Hveem S-Value, set of 3.....	\$355.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$50.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$85.00
Pipe Flattening Test, sample preparation not included	\$80.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$255.00
Structural Steel Bend Test, sample preparation not included	\$85.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$85.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$175.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$120.00/day
Anchor Pull Test Equipment.....	\$50.00/hr.
Bailer (disposable) w/dedicated rope	\$40.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$50.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$95.00/day
Double Ring Infiltrrometer (per set)	\$170.00/day
Drum Dolly.....	\$45.00/day
Drums.....	\$95.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$70.00/day
Lock n, Load VOC Sample Pres. Sys.	\$40.00/ea.



FEE SCHEDULE – DSA/OSHDPD – MATERIALS TESTING

(Effective January 1, 2023)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$30.00/hr.
Non-Destructive Testing Equipment	\$50.00/hr.
Manometer	\$160.00/day
Mini-Troll Groundwater Level Transducer	\$120.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$265.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$85.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$205.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$30.00/ea.
Soil Sampling Containers (glass).....	\$15.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$215.00/day
Torque/Tension Equipment	\$215.00/day
Water Level Indicator	\$60.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$100.00
DSA Box Posting, ea.....	\$100.00
DSA Lab Compliance, per week.....	\$100.00
Vehicle Mileage Charge.....	\$0.95



EXPERT WITNESS SERVICES

(Effective January 1, 2023)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.



February 9, 2023

Proposal No.: HOL-23-02-005

DSA File No.: 34-17

DSA Application No.: TBD

Mr. Paul Nadeau
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

PROJECT: ROD KELLEY ELEMENTARY SCHOOL- SOLAR PV CANOPY INSTALLATION
8755 KERN AVENUE
GILROY, CALIFORNIA

SUBJECT: Proposal for Special Inspection and Material Testing Services

Dear Mr. Nadeau:

Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the subject project. This proposal is based upon plans and specifications provided by your team and our experience with similar projects. This proposal includes geotechnical inspection and testing services for the pier foundation drilling.

We understand that the project consists of installing (4) photovoltaic (PV) solar power arrays in a grass play area and a parking area.

We have assumed this project will be constructed by the basic procedures of those typically used on CBC Title 24 designed projects. Based on our review of the site drawings prepared for the project, and our recent experience with projects of a similar nature, our anticipated scope of work will include:

Geotechnical Observation and Testing Services

- Cast-in-Place Pier Foundation (geotechnical observation)

Special Inspection and Conformance Testing

- Review of submitted concrete mix designs
- Concrete batch plant inspection
- Field concrete sampling and testing
- Identifying, sampling, and tagging of reinforcing steel materials and acceptance testing
- Conformance testing of reinforcing steel samples
- Conformance testing of concrete samples



- Material ID with accompanying mill analysis reports for the steel used
- High Strength Bolts Material Sampling and Testing
- Conformance testing of High Strength Bolts samples
- Shop and field welding inspection
- Testing of post-installed anchors
- Solar panel attachment bolt identification and installation torque

Project Management and Report Preparation

- Project management and supervision
- Upload required reports and documents to DSA Certification Box,
- Preparation of Final Verified Reports

ESTIMATED FEES

Earth Systems will provide our construction inspection and material testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide the services is \$30,008.00.

Our “Scope of Anticipated Services and Cost Estimate” worksheet is attached for your information and review. A construction schedule was not available during the preparation of this estimate. The estimated fee presented above is based on an assumed number of trips presented in our scope worksheet. It is our understanding that reinforcing steel identification and sampling will occur at H&Y Rebar Inc., and that structural steel identification and shop welding will be located at Ace Welding & Fabrication, Inc. These facilities are located in Southern California, and our estimate includes utilizing an outside subcontracted inspector to provide inspection services. We have also assumed that batch plant inspection will be periodic.

Earth Systems anticipates that our coverage will be on a continuous/periodic basis as required by code and job activities. The project IOR will be responsible for coordinating our services. Any standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charged based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.



Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Field time will be subject to a two-hour minimum charge. Hourly fees for field work and travel time will be charged on a portal-to-portal basis from our office in Fremont.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	5/19/2017	6/30/2024

*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage & Accounts Payable Information Request form and return to our office at your earliest convenience.

If you find the proposed scope of work and fees satisfactory, it is our understanding that the district will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Amir Khodadadi, PE C87298
Materials Engineering Manager

Brett Faust, CEG 2386
Senior Geologist

Attachments: Anticipated Scope of Services & Cost Estimate Worksheet
Prevailing Wage & Accounts Payable Information Request
January 1, 2023 Fee Schedule



Anticipated Scope of Services & Cost Estimate

Project: Rod Kelley Elementary School

Date: 2/9/2023

Client: Gilroy Unified School District

Proposal No.: HOL-23-02-005

(This will be a "Prevailing Wage" Project)

CWI Inspector & Special Inspector, PW	\$150.00	minimum 4 hour billing increments
Technician, PW	\$140.00	minimum 4 hour billing increments
CWI Inspector	\$125.00	minimum 2 hour billing increments
Hourly Rate--Special Inspector	\$115.00	minimum 2 hour billing increments
Hourly Rate--Technician	\$105.00	minimum 2 hour billing increments
Mileage (per mile)	\$0.95	

Construction Inspection and Testing Services

		Trips	Hours or Units	Total	Rate	unit	Fee
Geotechnical Observation and Testing Services							
Pier Drilling Observation	Technician, PW	1	8	8	\$145.00	hr.	\$1,160.00
Mileage		1	30	30	\$0.95	mi.	\$28.50
Subtotal							\$1,188.50
Special Inspection							
Material Identification and Tagging - Rebar	(Outside Inspection Services)	2	4	8	\$120.00	hr.	\$960.00
Batch Plant Inspection (local bay area)	Special Inspector	2	2	4	\$120.00	hr.	\$480.00
Concrete Sampling	Technician, PW	2	8	16	\$145.00	hr.	\$2,320.00
Testing of Post-Installed Anchors/Epoxy Dowels	Technician, PW	4	4	16	\$145.00	hr.	\$2,320.00
Anchor Pull Test Equipment	(Equipment)		4	4	\$50.00	hr.	\$200.00
Shop Welding and Material Identification	(Outside Inspection Services)	5	8	40	\$125.00	hr.	\$5,000.00
High Strength Bolts Material ID and Sampling	Special Inspector, PW	1	4	4	\$150.00	hr.	\$600.00
Field Welding, High Strength Bolts	Special Inspector, PW	4	4	16	\$150.00		\$2,400.00
Solar Canopy Attachment Installation	Technician, PW	4	8	32	\$145.00	hr.	\$4,640.00
Sample Pickups - Concrete Specimens	Technician	3	2	6	\$105.00	hr.	\$630.00
Mileage		27	810	810	\$0.95	mi.	\$769.50
Subtotal							\$20,319.50
Laboratory Testing							
Rebar Testing			2	2	\$170.00	ea.	\$340.00
Test Bolt, Nuts, and Washers			2 sets	6	\$450.00	ea.	\$2,700.00
Concrete Cylinder Testing			2 sets	10	\$50.00	ea.	\$500.00
Subtotal							\$3,540.00
Reports and Project Management ("Special Inspection" work)							
Project Management	Senior Professional			10	\$220.00	hr.	\$2,200.00
Progress Inspection Reports and upload to the BOX	Clerical/Administrative			10	\$100.00	hr.	\$1,000.00
Engineering Review	Senior Professional			4	\$220.00	hr.	\$880.00
Final Report (Laboratory Verified Report Form DSA 291 & 293)				2	\$440.00	ea.	\$880.00
Subtotal							\$4,960.00

Estimate Total: **\$30,008.00**



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes <input type="checkbox"/> or No <input type="checkbox"/> If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	



FEE SCHEDULE – DSA/OSHPD

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

Hourly Rate

Principal Professional.....	\$250.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional	\$180.00
Staff Professional	\$150.00
DSA Masonry, Shotcrete and NDT	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$150.00
Technician, Prevailing Wage*	\$145.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician.....	\$130.00
CWI Inspector	\$120.00
Special Inspector.....	\$120.00
Technical Assistant.....	\$105.00
Technician.....	\$110.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment.
2. Field services for regular work days are subject to a 4-hour minimum charge, and billed in 4-hour increments.
3. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
6. Nuclear density gauge charge: \$15.00/hour.
7. Weekly special inspection report charge: \$120.00.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.
11. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
12. Rates are effective through June 30, 2023.



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$110.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$130.00
Atterberg Limits: Plasticity Index	\$265.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$655.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$950.00
Consolidation, one dimensional	\$230.00
Consolidation, timed, per point	\$105.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	Per Quote
Direct Shear, 3 points minimum	\$320.00
Expansion Index Test	\$210.00
Maximum Density and Optimum Moisture: 4" Mold	\$305.00
Maximum Density and Optimum Moisture: 6" Mold	\$345.00
Maximum Density and Optimum Moisture: California Impact	\$310.00
Moisture and Unit Weight Determination, from Ring Samples	\$50.00
Moisture Only.....	\$45.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$330.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts.....	\$380.00
Hydro Collapse Potential	\$170.00
Sieve/Hydrometer Analysis, Assumed specific gravity, w/200 wash	\$255.00
Sieve Analysis, Aggregate Base/Subbase	\$160.00
Sieve Analysis 200 wash only	\$155.00
Sieve Analysis with wash	\$140.00
Sieve Analysis, Oversize Material	\$220.00
Specific Gravity	\$155.00
Swell Test, undisturbed	\$210.00
Swell Test, remolded	\$235.00
Unconfined Compressive Strength, untreated.....	\$155.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$495.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$305.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$565.00
Absorption, Coarse Aggregate	\$105.00
Absorption, Fine Aggregate	\$155.00
Clay Lumps and Friable Particles in Aggregate.....	\$130.00
Cleanness Value of Coarse Aggregate	\$180.00
Crushed Particles, each size	\$155.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$205.00
Flat and Elongated Particles in Aggregate	\$130.00
Organic Impurities in Fine Aggregate	\$105.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$175.00
Sieve Analysis, washed	\$205.00
Soundness, Sodium Sulfate, 5 cycles	\$455.00
Specific Gravity, Coarse Aggregate	\$155.00
Specific Gravity, Fine Aggregate	\$155.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$290.00
Unit Weight of Aggregate	\$155.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$50.00*
Compression Test of Cored Samples, cored at laboratory	\$125.00
Compression Test of cores delivered by others	\$105.00
Compression Test of Lightweight Concrete	\$55.00*
Density of Concrete Cylinders	\$85.00
Density of Hardened Concrete	\$110.00
Flexural Strength, Simple Beam with Third Point Loading	\$185.00
Grading of Shotcrete Cores	\$195.00
Sample Storage, monthly per sample	\$50.00
Shrinkage, set of 3	\$405.00
Unit Weight of Lightweight Concrete	\$135.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$5.00
Enviro. Recycle Fee/Form Stripping, per Shotcrete Panel/Beam	\$70.00

MASONRY

Absorption of Block, set of 3	\$170.00
Compression Test, 2" x 4" Mortar Cylinders	\$45.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$50.00*
Compression Test on Block, set of 3	\$170.00
Compression Test on Grouted Prisms, includes cutting	\$170.00*
Compression Test on Masonry Cores	\$90.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$250.00
Moisture Content of Block as received, set of 3	\$110.00
Shear Test on Masonry Cores, 2 faces	\$155.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro. Recycling Fee, per masonry prism	\$5.00
Enviro. Recycling Fee, per mortar or grout sample	\$7.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$85.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$85.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$245.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$405.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$250.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$265.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$500.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$895.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$280.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$855.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$55.00
Sieve Analysis of Extracted Aggregate.....	\$290.00
Sieve Analysis of Ignition Oven Residue	\$275.00
Specific Gravity, Theoretical Maximum, Rice Method	\$175.00
Stability and Flow, Marshall Apparatus, set of 3	\$245.00
Stabilometer, Hveem S-Value, set of 3.....	\$355.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$50.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$85.00
Pipe Flattening Test, sample preparation not included	\$80.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$255.00
Structural Steel Bend Test, sample preparation not included	\$85.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$85.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$175.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$120.00/day
Anchor Pull Test Equipment.....	\$50.00/hr.
Bailer (disposable) w/dedicated rope	\$40.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$50.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$95.00/day
Double Ring Infiltrrometer (per set)	\$170.00/day
Drum Dolly.....	\$45.00/day
Drums.....	\$95.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$70.00/day
Lock n, Load VOC Sample Pres. Sys.	\$40.00/ea.



FEE SCHEDULE – DSA/OSHDPD – MATERIALS TESTING

(Effective January 1, 2023)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$30.00/hr.
Non-Destructive Testing Equipment	\$50.00/hr.
Manometer	\$160.00/day
Mini-Troll Groundwater Level Transducer	\$120.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$265.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$85.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$205.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$30.00/ea.
Soil Sampling Containers (glass).....	\$15.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$215.00/day
Torque/Tension Equipment	\$215.00/day
Water Level Indicator	\$60.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$100.00
DSA Box Posting, ea.....	\$100.00
DSA Lab Compliance, per week.....	\$100.00
Vehicle Mileage Charge.....	\$0.95



EXPERT WITNESS SERVICES

(Effective January 1, 2023)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.



February 9, 2023

Proposal No.: HOL-23-02-006

DSA File No.: 34-17

DSA Application No.: TBD

Mr. Paul Nadeau
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

PROJECT: SOLORSANO MIDDLE SCHOOL- SOLAR PV CANOPY INSTALLATION
7121 GRENACHE WAY
GILROY, CALIFORNIA

SUBJECT: Proposal for Special Inspection and Material Testing Services

Dear Mr. Nadeau:

Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the subject project. This proposal is based upon plans and specifications provided by your team and our experience with similar projects. This proposal includes geotechnical inspection and testing services for the pier foundation drilling.

We understand that the project consists of installing (4) photovoltaic (PV) solar power arrays between an athletic track and hard court play area, and an outdoor student assembly area.

We have assumed this project will be constructed by the basic procedures of those typically used on CBC Title 24 designed projects. Based on our review of the site drawings prepared for the project, and our recent experience with projects of a similar nature, our anticipated scope of work will include:

Geotechnical Observation and Testing Services

- Cast-in-Place Pier Foundation (geotechnical observation)

Special Inspection and Conformance Testing

- Review of submitted concrete mix designs
- Concrete batch plant inspection
- Field concrete sampling and testing
- Identifying, sampling, and tagging of reinforcing steel materials and acceptance testing
- Conformance testing of reinforcing steel samples
- Conformance testing of concrete samples



- Material ID with accompanying mill analysis reports for the steel used
- High Strength Bolts Material Sampling and Testing
- Conformance testing of High Strength Bolts samples
- Shop and field welding inspection
- Testing of post-installed anchors
- Solar panel attachment bolt identification and installation torque

Project Management and Report Preparation

- Project management and supervision
- Upload required reports and documents to DSA Certification Box,
- Preparation of Final Verified Reports

ESTIMATED FEES

Earth Systems will provide our construction inspection and material testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide the services is \$30,008.00.

Our “Scope of Anticipated Services and Cost Estimate” worksheet is attached for your information and review. A construction schedule was not available during the preparation of this estimate. The estimated fee presented above is based on an assumed number of trips presented in our scope worksheet. It is our understanding that reinforcing steel identification and sampling will occur at H&Y Rebar Inc., and that structural steel identification and shop welding will be located at Ace Welding & Fabrication, Inc. These facilities are located in Southern California, and our estimate includes utilizing an outside subcontracted inspector to provide inspection services. We have also assumed that batch plant inspection will be periodic.

Earth Systems anticipates that our coverage will be on a continuous/periodic basis as required by code and job activities. The project IOR will be responsible for coordinating our services. Any standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charged based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.



Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Field time will be subject to a two-hour minimum charge. Hourly fees for field work and travel time will be charged on a portal-to-portal basis from our office in Fremont.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	5/19/2017	6/30/2024

*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage & Accounts Payable Information Request form and return to our office at your earliest convenience.

If you find the proposed scope of work and fees satisfactory, it is our understanding that the district will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Amir Khodadadi, PE C87298
Materials Engineering Manager

Brett Faust, CEG 2386
Senior Geologist

Attachments: Anticipated Scope of Services & Cost Estimate Worksheet
Prevailing Wage & Accounts Payable Information Request
January 1, 2023 Fee Schedule



Anticipated Scope of Services & Cost Estimate

Project: Solorsano Middle School
Client: Gilroy Unified School District
Proposal No.: HOL-23-02-006

Date: 2/9/2023

(This will be a "Prevailing Wage" Project)

CWI Inspector & Special Inspector, PW \$150.00 minimum 4 hour billing increments
Technician, PW \$140.00 minimum 4 hour billing increments
CWI Inspector \$125.00 minimum 2 hour billing increments
Hourly Rate--Special Inspector \$115.00 minimum 2 hour billing increments
Hourly Rate--Technician \$105.00 minimum 2 hour billing increments
Mileage (per mile) \$0.95

Construction Inspection and Testing Services

		Trips	Hours or Units	Total	Rate	unit	Fee
Geotechnical Observation and Testing Services							
Pier Drilling Observation	Technician, PW	1	8	8	\$145.00	hr.	\$1,160.00
Mileage		1	30	30	\$0.95	mi.	\$28.50
Subtotal							\$1,188.50
Special Inspection							
Material Identification and Tagging - Rebar	(Outside Inspection Services)	2	4	8	\$120.00	hr.	\$960.00
Batch Plant Inspection (local bay area)	Special Inspector	2	2	4	\$120.00	hr.	\$480.00
Concrete Sampling	Technician, PW	2	8	16	\$145.00	hr.	\$2,320.00
Testing of Post-Installed Anchors/Epoxy Dowels	Technician, PW	4	4	16	\$145.00	hr.	\$2,320.00
Anchor Pull Test Equipment	(Equipment)		4	4	\$50.00	hr.	\$200.00
Shop Welding and Material Identification	(Outside Inspection Services)	5	8	40	\$125.00	hr.	\$5,000.00
High Strength Bolts Material ID and Sampling	Special Inspector, PW	1	4	4	\$150.00	hr.	\$600.00
Field Welding, High Strength Bolts	Special Inspector, PW	4	4	16	\$150.00		\$2,400.00
Solar Canopy Attachment Installation	Technician, PW	4	8	32	\$145.00	hr.	\$4,640.00
Sample Pickups - Concrete Specimens	Technician	3	2	6	\$105.00	hr.	\$630.00
Mileage		27	810	810	\$0.95	mi.	\$769.50
Subtotal							\$20,319.50
Laboratory Testing							
Rebar Testing			2	2	\$170.00	ea.	\$340.00
Test Bolt, Nuts, and Washers			2 sets	6	\$450.00	ea.	\$2,700.00
Concrete Cylinder Testing			2 sets	10	\$50.00	ea.	\$500.00
Subtotal							\$3,540.00
Reports and Project Management ("Special Inspection" work)							
Project Management	Senior Professional			10	\$220.00	hr.	\$2,200.00
Progress Inspection Reports and upload to the BOX	Clerical/Administrative			10	\$100.00	hr.	\$1,000.00
Engineering Review	Senior Professional			4	\$220.00	hr.	\$880.00
Final Report (Laboratory Verified Report Form DSA 291 & 293)				2	\$440.00	ea.	\$880.00
Subtotal							\$4,960.00

Estimate Total: **\$30,008.00**



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes <input type="checkbox"/> or No <input type="checkbox"/> If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	



FEE SCHEDULE – DSA/OSHPD

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL

Hourly Rate

Principal Professional.....	\$250.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional	\$180.00
Staff Professional	\$150.00
DSA Masonry, Shotcrete and NDT	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$150.00
Technician, Prevailing Wage*	\$145.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician.....	\$130.00
CWI Inspector	\$120.00
Special Inspector.....	\$120.00
Technical Assistant.....	\$105.00
Technician	\$110.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment.
2. Field services for regular work days are subject to a 4-hour minimum charge, and billed in 4-hour increments.
3. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
6. Nuclear density gauge charge: \$15.00/hour.
7. Weekly special inspection report charge: \$120.00.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.
11. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
12. Rates are effective through June 30, 2023.



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$110.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$130.00
Atterberg Limits: Plasticity Index	\$265.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$655.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$950.00
Consolidation, one dimensional	\$230.00
Consolidation, timed, per point	\$105.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	Per Quote
Direct Shear, 3 points minimum	\$320.00
Expansion Index Test	\$210.00
Maximum Density and Optimum Moisture: 4" Mold	\$305.00
Maximum Density and Optimum Moisture: 6" Mold	\$345.00
Maximum Density and Optimum Moisture: California Impact	\$310.00
Moisture and Unit Weight Determination, from Ring Samples	\$50.00
Moisture Only.....	\$45.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$330.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts.....	\$380.00
Hydro Collapse Potential	\$170.00
Sieve/Hydrometer Analysis, Assumed specific gravity, w/200 wash	\$255.00
Sieve Analysis, Aggregate Base/Subbase	\$160.00
Sieve Analysis 200 wash only	\$155.00
Sieve Analysis with wash	\$140.00
Sieve Analysis, Oversize Material	\$220.00
Specific Gravity	\$155.00
Swell Test, undisturbed	\$210.00
Swell Test, remolded	\$235.00
Unconfined Compressive Strength, untreated.....	\$155.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$495.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$305.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$565.00
Absorption, Coarse Aggregate	\$105.00
Absorption, Fine Aggregate	\$155.00
Clay Lumps and Friable Particles in Aggregate	\$130.00
Cleanness Value of Coarse Aggregate	\$180.00
Crushed Particles, each size	\$155.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	\$205.00
Flat and Elongated Particles in Aggregate	\$130.00
Organic Impurities in Fine Aggregate	\$105.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$175.00
Sieve Analysis, washed	\$205.00
Soundness, Sodium Sulfate, 5 cycles	\$455.00
Specific Gravity, Coarse Aggregate	\$155.00
Specific Gravity, Fine Aggregate	\$155.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$290.00
Unit Weight of Aggregate	\$155.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	\$50.00*
Compression Test of Cored Samples, cored at laboratory	\$125.00
Compression Test of cores delivered by others	\$105.00
Compression Test of Lightweight Concrete	\$55.00*
Density of Concrete Cylinders	\$85.00
Density of Hardened Concrete	\$110.00
Flexural Strength, Simple Beam with Third Point Loading	\$185.00
Grading of Shotcrete Cores	\$195.00
Sample Storage, monthly per sample	\$50.00
Shrinkage, set of 3	\$405.00
Unit Weight of Lightweight Concrete	\$135.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro. Recycling Fee, per flex beam	\$5.00
Enviro. Recycle Fee/Form Stripping, per Shotcrete Panel/Beam	\$70.00

MASONRY

Absorption of Block, set of 3	\$170.00
Compression Test, 2" x 4" Mortar Cylinders	\$45.00*
Compression Test, 3" x 3" x 6" Grout Samples	\$50.00*
Compression Test on Block, set of 3	\$170.00
Compression Test on Grouted Prisms, includes cutting	\$170.00*
Compression Test on Masonry Cores	\$90.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$250.00
Moisture Content of Block as received, set of 3	\$110.00
Shear Test on Masonry Cores, 2 faces	\$155.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro. Recycling Fee, per masonry prism	\$5.00
Enviro. Recycling Fee, per mortar or grout sample	\$7.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	\$85.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$85.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$245.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$405.00



FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2023)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$250.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$265.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$500.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$895.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$280.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$855.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$55.00
Sieve Analysis of Extracted Aggregate.....	\$290.00
Sieve Analysis of Ignition Oven Residue	\$275.00
Specific Gravity, Theoretical Maximum, Rice Method	\$175.00
Stability and Flow, Marshall Apparatus, set of 3	\$245.00
Stabilometer, Hveem S-Value, set of 3.....	\$355.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$50.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$85.00
Pipe Flattening Test, sample preparation not included	\$80.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$255.00
Structural Steel Bend Test, sample preparation not included	\$85.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$85.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$175.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$120.00/day
Anchor Pull Test Equipment.....	\$50.00/hr.
Bailer (disposable) w/dedicated rope	\$40.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$50.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$95.00/day
Double Ring Infiltrrometer (per set)	\$170.00/day
Drum Dolly.....	\$45.00/day
Drums.....	\$95.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$70.00/day
Lock n, Load VOC Sample Pres. Sys.	\$40.00/ea.



FEE SCHEDULE – DSA/OSHDPD – MATERIALS TESTING

(Effective January 1, 2023)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	\$30.00/hr.
Non-Destructive Testing Equipment	\$50.00/hr.
Manometer	\$160.00/day
Mini-Troll Groundwater Level Transducer	\$120.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	\$265.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$85.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$205.00/day
Relative Humidity Meter	\$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$255.00/day
Slope Inclinator Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	\$30.00/ea.
Soil Sampling Containers (glass).....	\$15.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	\$215.00/day
Torque/Tension Equipment	\$215.00/day
Water Level Indicator	\$60.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$100.00
DSA Box Posting, ea.....	\$100.00
DSA Lab Compliance, per week.....	\$100.00
Vehicle Mileage Charge.....	\$0.95



EXPERT WITNESS SERVICES

(Effective January 1, 2023)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.



Matthew Woolman <matthew.woolman@gilroyunified.org>

Bottle fills

Mike Camino <MCamino@esite.net>

Wed, Feb 15, 2023 at 2:18 PM

To: "matthew.woolman@gilroyunified.org" <matthew.woolman@gilroyunified.org>

Hey Matt,

See attached for Solorsano MS. I'm just sending you this pricing instead of proposals. You just need to let me know if you want proposal or if I need to adjust. Not a bunch of room in this one unless you purchase fountain.

1. Double fountain w/ bottlefill station. Floor mount

Labor: 1,750.00

Material: 8,484.00

Total job cost: 10,234.00

Mike Camino

VICE PRESIDENT PLUMBING/PIPING OPERATIONS

ENVIRONMENTAL SYSTEMS, INC. || ESI

3353 De La Cruz Blvd. || Santa Clara, CA 95054

P: 408.980.1711 | C: 408.761.3319 | www.esite.net | mcamino@esite.net



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lk4430bf1l_spec.pdf

533K

PRODUCT SPECIFICATIONS

Elkay Outdoor ezH2O® Lower Bottle Filling Station Tri-Level Pedestal Non-Filtered Non-Refrigerated. Features shall include 316 Stainless, Heavy Duty Vandal Resistant, Laminar Flow. Furnished with Vandal Resistant bubbler. Mechanical Front Bubbler Button activation. Product shall be Floor Mount/Freestanding, for Outdoor applications, serving 3 station(s).

Special Features:	316 Stainless, Heavy Duty Vandal Resistant, Laminar Flow
Finish:	Beige (BGE), Black (BK), Blue (BLU), Brown (BRN), Evergreen (EVG), Gray (GRY), Orange (ORN), Powder Coat (12 Color Options) , Purple (PUR), Red (RED), Terracotta (TER), White (WHT), Yellow (YLW)
Power:	No Electrical Required
Bubbler Style:	Vandal Resistant
Activation by:	Mechanical Front Bubbler Button
Mounting Type:	Floor Mount/Freestanding
Chilling Capacity:	Non-refrigerated
Dimensions (L x W x H):	14" x 48" x 52-1/8"
Approx. Shipping Weight:	280 lbs.
Installation Location:	Outdoor
No. of Stations Served:	3
**When used in non-temperature controlled environments, unit(s) must be adequately winterized and/or protected from extreme heat to prevent damage where climates dictate.	

Special Note: Bottle Filler Stations 1 (Low), Bubbler Stations 2 (Upper-Mid), Choose from 12 color options

- Mechanically-Activated bubbler continues to supply water in event of service disruptions.
- Laminar flow provides clean fill with minimal splash.
- Base material constructed from marine-grade 316 stainless steel provides the ultimate corrosion protection from even the most corrosive elements.



Included with Product: Outdoor Bottle Filler Ships in one box.

A Century of Tradition and Quality. For more than 100 years, Elkay has been making innovative products and providing exceptional customer care. We take pride in offering plumbing products that make life easier, inspire change and leave the world a better place.



PRODUCT COMPLIANCE

ADA & ICC A117.1
ASME A112.19.3/CSA B45.4
Buy American Act
GreenSpec®
NSF/ANSI 61 & 372 (lead free)



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\) - 1000004246](#)

Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.

[Warranty \(PDF\)](#)

PART: _____ QTY: _____

PROJECT: _____



CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

Optional Accessories

LK4471LHB	Locking Hose Bib Spec Sheet (PDF)	
97890C	Accessory - Direct Bury Adaptor Spec Sheet (PDF)	

MOUNTING INSTRUCTIONS and PLUMBING CONNECTIONS

Provide solid, well-drained surface to mount pedestal fountain (concrete pad recommended) with adequate support (300 lb. load minimum). (5) 3/8" minimum fasteners (not included) should be attached firmly to mounting surface in order to secure unit. (Refer to rough-in diagram)

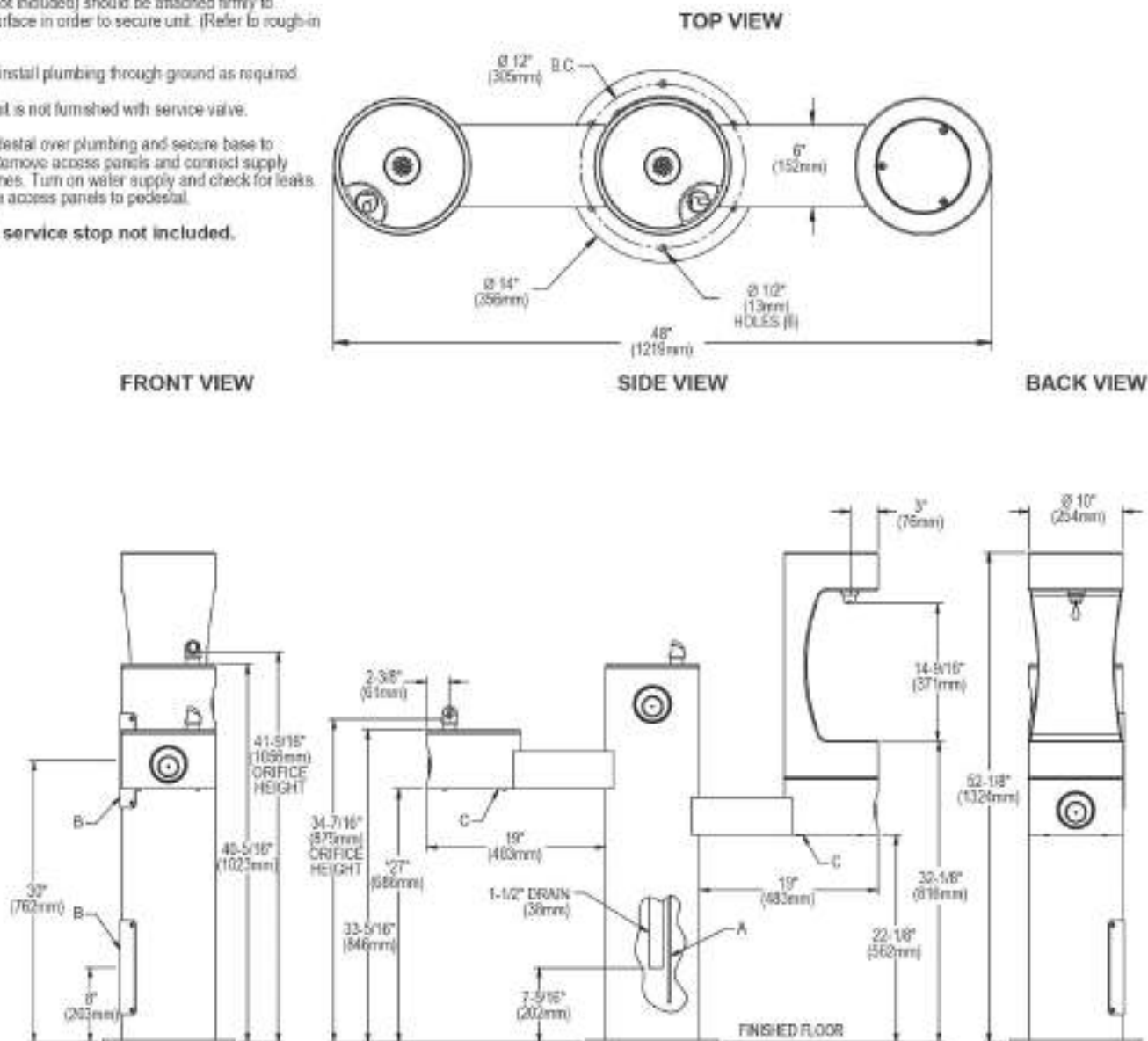
Locate and install plumbing through ground as required.

NOTE: Unit is not furnished with service valve.

Position pedestal over plumbing and secure base to fasteners. Remove access panels and connect supply and water lines. Turn on water supply and check for leaks. Reassemble access panels to pedestal.

Trap and service stop not included.

OPERATING PRESSURES:
Supply water 20 – 105 psi maximum



A = 3/8" O.D. Unplated copper tube connect. Shut off valve by others.

B = Access panel(8" x 10").

C = Removable bottom cover.

* ADA Requirement







Natalie Martinez <natalie.martinez@gilroyunified.org>

Fwd: GUSD - Recycled Water Pipeline

1 message

Alvaro Meza <alvaro.meza@gilroyunified.org>
To: Natalie Martinez <natalie.martinez@gilroyunified.org>

Mon, Feb 6, 2023 at 4:09 PM

Hi Natalie,

Please print this email below for our next FSC meeting. I'll provide a quick update on the recycled water pipeline. We will NOT be able to tap in at all, at least not in the near future.

----- Forwarded message -----

From: **Stefan Slattery** <Stefan.Slattery@abm.com>

Date: Mon, Feb 6, 2023 at 3:51 PM

Subject: GUSD - Recycled Water Pipeline

To: Alvaro Meza <alvaro.meza@gilroyunified.org>, Paul Nadeau <paul.nadeau@gilroyunified.org>

Cc: Tony Roehrick <Tony.Roehrick@abm.com>

Hello Alvaro and Paul,

Below is a summary of the information I just relayed to you on our Zoom call regarding the Recycled Water Pipeline.

- Staff from SCRWA, City of Gilroy, City of Morgan Hill and Valley Water recently met and discussed the findings from a third party engineering firm (VW)
- The findings revealed they cannot take on any new customers
 - Due to “confirmed existing operational issues during peak flows and revealed system delivery limitations during hot seasons when recycled water is in much demand.”
- There is no timeline currently available for when the district would be able to tap in.
- I have been told during that meeting it was raised that GUSD was interested in tapping in
- **The GHS campus has consumption of 325,851 gallons or 37acre feet of water on the meter dedicated to irrigation – for future communications enquiring about the ability to take on new customers this volume should be referenced. (contact details below for the relevant parties)**

DAVID TUCKER
ASSOCIATE ENGINEER

Recycled and Purified Water Unit

dtucker@valleywater.org

Tel. (408) 630-3203 Cell. (408) 691-9996

SAEID VAZIRY, P.E. GRADE IV CSM

South County Regional Wastewater Authority

1500 Southside Drive | Gilroy | CA 95020

☎ 408.846.8842 | 📠 408.842.0873 | ✉ saeid.vaziry@ci.gilroy.ca.us



Stefan Slattery, CEM

Project Developer

ABM | Technical Solutions

stefan.slattery@abm.com | www.abm.com

310-862-0573

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