FACILITIES SUBCOMMITTEE MEETING
Gilroy Unified School District
7810 Arroyo Circle, Gilroy, CA 95020 and via Zoom teleconference
9 a.m. Friday, Sept. 8, 2023

1. 

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Approval of minutes: Aug. 4, 2023</td>
<td>1</td>
</tr>
<tr>
<td>B. Time certain, 9 a.m.: ABM Building Solutions</td>
<td>8</td>
</tr>
</tbody>
</table>

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SITE</th>
<th>VENDOR</th>
<th>COST</th>
<th>FUNDING SOURCE</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Facilities modification form</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>19</td>
</tr>
<tr>
<td>B. Updated contract with Kasavan Architects</td>
<td>Las Animas ES</td>
<td>Kasavan Architects</td>
<td>$10,000</td>
<td>Measure E</td>
<td>21</td>
</tr>
<tr>
<td>C. Appliances</td>
<td>South Valley MS</td>
<td>Home Depot</td>
<td>$3,710.32</td>
<td>Measure E</td>
<td>24</td>
</tr>
<tr>
<td>D. New GPRS requirements for contractors</td>
<td>All</td>
<td>All</td>
<td>N/A</td>
<td>N/A</td>
<td>27</td>
</tr>
<tr>
<td>E. REQUEST for new sign / shade structure</td>
<td>Preschool at Glen View ES</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>28</td>
</tr>
<tr>
<td>F. Fire alarm system design</td>
<td>Mt. Madonna HS</td>
<td>Atium Eng.</td>
<td>$23,900</td>
<td>Deferred Maintenance</td>
<td>31</td>
</tr>
<tr>
<td>G. New contract with ARC Document Solutions, Inc.</td>
<td>N/A</td>
<td>Arc Document Solutions Inc.</td>
<td>$5,000</td>
<td>Measure E</td>
<td>39</td>
</tr>
<tr>
<td>H. SecureBids Contract</td>
<td>N/A</td>
<td>Colbi Tech</td>
<td>$3,500</td>
<td>Measure E</td>
<td>44</td>
</tr>
<tr>
<td>I. REQUEST for new pressbox, lights, scoreboard &amp; AV (stadium), HVAC in gym, basketball courts in quad</td>
<td>Gilroy HS</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>46</td>
</tr>
<tr>
<td>J. Offer of free trees from Google</td>
<td>Any</td>
<td>Google / irrigation vendor</td>
<td>~$100K</td>
<td>Deferred Maintenance</td>
<td>47</td>
</tr>
</tbody>
</table>

3. MAINTENANCE (MATT WOOLMAN)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SITE</th>
<th>VENDOR</th>
<th>COST</th>
<th>FUNDING SOURCE</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Quote for natural gas generator</td>
<td>District office</td>
<td>Silver Creek Electric</td>
<td>$324,000</td>
<td>Fund 35 (state-matching funds)</td>
<td>48</td>
</tr>
</tbody>
</table>
B. **REQUEST** to move two trees (planted by My City Forest)

**INFORMATION ONLY**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SITE</th>
<th>DETAILS</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Eliot ES</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

4. **ALVARO MEZA’S ITEMS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SITE</th>
<th>DETAILS</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Amended Board Policy 3600, Consultants. Threshold for Board contracts.</td>
<td>All sites</td>
<td>Ratification contracts below threshold would be itemized on a list to the Governing Board. A sample from another district is attached. <strong>NOTE:</strong> Contracts funded by bonds will continue to follow the current process.</td>
<td>50</td>
</tr>
</tbody>
</table>

5. **MARIBEL’S ITEMS**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SITE</th>
<th>VENDOR</th>
<th>COST</th>
<th>FUNDING SOURCE</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Update on cybersecurity steps</td>
<td>All sites</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>54</td>
</tr>
</tbody>
</table>

**INFORMATION ONLY**

**OTHER PROJECTS/FACILITY ISSUES AT SITES**

<table>
<thead>
<tr>
<th>SITES</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANTONIO DEL BUONO ES</td>
</tr>
<tr>
<td>BROWNELL MS</td>
</tr>
<tr>
<td>CHRISTOPHER HS</td>
</tr>
<tr>
<td>ELIOT ES</td>
</tr>
<tr>
<td>SOLORSANO MS</td>
</tr>
<tr>
<td>GECA</td>
</tr>
<tr>
<td>EL ROBLE ES</td>
</tr>
<tr>
<td>SOUTH VALLEY MS</td>
</tr>
<tr>
<td>GILROY HS</td>
</tr>
<tr>
<td>GLEN VIEW ES</td>
</tr>
<tr>
<td>MT. MADONNA HS</td>
</tr>
<tr>
<td>LAS ANIMAS ES</td>
</tr>
<tr>
<td>LUIGI APREA ES</td>
</tr>
<tr>
<td>DISTRICT OFFICE</td>
</tr>
<tr>
<td>ROD KELLEY ES</td>
</tr>
<tr>
<td>RUCKER ES</td>
</tr>
</tbody>
</table>

**NEXT MEETING:** 9 A.M. FRIDAY, Oct. 6, 2023
1. Approval of minutes: June 2, 2023

   MINUTES
   • James made the motion to approve. Linda seconded.
   • All in favor to approve.

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SITE</th>
<th>VENDOR</th>
<th>COST</th>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Gym SpeedQueen washer &amp; dryer</td>
<td>South Valley MS</td>
<td>Baker Bros Appliance</td>
<td>$2,905.95</td>
<td>Measure E</td>
</tr>
</tbody>
</table>

   MINUTES
   • This is a proposal is for industrial-grade washer and dryer as part of the South Valley MS Modernization Project.
   • Next steps: This will go to the board for approval.

| B. Contract for closeout projects         | Multiple sites      | Kasavan Architects  | $10,000  | Measure E      |

   MINUTES
   • This is to continue the close-out of about 30 pending legacy projects around the district. This is a continuation of contract with Kasavan from last year. This $10K contract will address about six pending projects.
   • The Division of the State Architect (DSA) is requiring the close-out of pending projects before any new projects can start.
   • The Facilities team would like to finalize the 30 pending projects in the next year.
   • Next steps: This will go to the board for approval.

| C. Special inspections / geotech for shade structure projects | Rucker ES, Las Animas ES, Mt. Madonna HS | Earth Systems Inc. | $55,570.50 | ELOP |
MINUTES

- The DSA is requiring these inspections for these shade structures.
- Also, these are three contracts because they are three separate DSA projects.
- Next steps: These contracts will go to the board for approval.

<table>
<thead>
<tr>
<th>D. Notice of completions</th>
<th>Gilroy HS</th>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
</tr>
</thead>
</table>

MINUTES

- These notices of completions are resolutions for three projections for Gilroy HS: pool replacement, plaza project and roof repair project.
- Next steps: These resolutions will go to the board for approval.

<table>
<thead>
<tr>
<th>E. Update on solar projects</th>
<th>Rod Kelley ES, Glen View ES, Luigi ES, Solorsano MS, Eliot ES, El Roble ES</th>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
</tr>
</thead>
</table>

MINUTES

- All solar arrays are physically complete.
- Maintenance is working on moving tables back under the structures over lunch areas at Luigi ES, Solorsano MS and Eliot ES.
- Pending details: Final panel boards for electrical connections; dates for power shutdown at sites for final connections.
- Next steps: Most structures are expected to be fully operational by December or January.

<table>
<thead>
<tr>
<th>F. Update on canopy shades</th>
<th>Rucker ES, Las Animas ES, Mt. Madonna HS</th>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
</tr>
</thead>
</table>

MINUTES

- Rucker’s shades are in quad and near playground. Las Animas’ shades are one on Greenfield Drive and two shades at the front of the school. Mt. Madonna’s shades are near lunch area.
- More landscaping will be added to Mt. Madonna.
- The deadline to use ELOP funds for these structures has been extended a year.
- Next steps: The completion date is not known yet. The vendor will not set a firm completion date until the materials are confirmed on the way. Paul’s conservative estimate is late September.

<table>
<thead>
<tr>
<th>G. EV charging policy</th>
<th>All</th>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
</tr>
</thead>
</table>

MINUTES

- South Valley MS is first district site to have EV charging stations. Brownell MS had the infrastructure for stations built in as part of the modernization project. Paul estimates it would cost about $5,000 to fully outfit each charging station at Brownell MS.
- Linda proposes allowing GUSD employees to charge for free. Dr. Munshi and Alvaro said SCCOE and other districts offer charging for free to employees.
- Super chargers are available, are more expensive and require separate substations. Alvaro said that some unrestricted funds could be used to pay for super chargers. Aurelio suggested that super chargers could become available to rent for the general public.
3. MAINTENANCE (MATT WOOLMAN)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SITE</th>
<th>VENDOR</th>
<th>COST</th>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Generator</td>
<td>Rucker ES</td>
<td>ABM / Silver Creek</td>
<td>$860,000 (minus $50K PG&amp;E incentive)</td>
<td>Fund 35 (state-matching funds)</td>
</tr>
<tr>
<td>B. Generator</td>
<td>D.O.</td>
<td>ABM / Silver Creek</td>
<td>$780,000 (minus $50K PG&amp;E incentive)</td>
<td>Fund 35 (state-matching funds)</td>
</tr>
<tr>
<td>C. Generator</td>
<td>Christopher HS</td>
<td>PG &amp; E</td>
<td>Pending quote (minus $50K PG&amp;E incentive)</td>
<td>TBD</td>
</tr>
<tr>
<td>D. Asphalt repair</td>
<td>Las Animas ES</td>
<td>DB Trenching</td>
<td>$7,900</td>
<td>RRM</td>
</tr>
</tbody>
</table>

MINUTES
- These quotes (Items 3A, 3B, 3C) are for diesel generators.
- ABM's quote was for about $487K for two natural gas generators.
- PG&E's $50K incentive is applicable to only diesel and propane generators.
- Next steps: The committee would like a quote for a comparable natural gas generator. The generator should be large enough to power key district services (internet access, emergency lighting, etc.) in case of a major power outage.

MINUTES
- See Item 3A minutes.

MINUTES
- Christopher HS is a part of the grid that automatically shuts off in bad weather or natural disaster. PG&E will give the district the infrastructure (concrete pad, etc.) for a generator. The district would have to provide the generator.

MINUTES
- This is to repair area near kindergarten area. It can be done before school starts.
- Next steps: This committee approves this to go to the board as a ratification.

MINUTES
- This non-working fridge is in the kitchen area in the gym building, across from the student center.
- This area would be used for storage.
Next steps: The committee approves this project. It does not need to go to the board.

<table>
<thead>
<tr>
<th>F. HVAC Room 6 replacement</th>
<th>Rucker ES</th>
<th>ESI</th>
<th>$22,168</th>
<th>RRM</th>
</tr>
</thead>
</table>

MINUTES
- The HVAC unit is aged and needs to be replaced.
- Next steps: This committee approves this to go to the board as a ratification.

<table>
<thead>
<tr>
<th>G. Front of school concrete remove and replace</th>
<th>Solorsano MS</th>
<th>DB Trenching / J&amp;S</th>
<th>DB Trenching – $118,500 J&amp;S – $84,350</th>
<th>Deferred Maintenance or RRM</th>
</tr>
</thead>
</table>

MINUTES
- This is an area of the concrete, near the admin office, that is a safety issue. This would be funded out of Deferred Maintenance.
- Mark recommends that if the nearby tree is causing the concrete damage, it should be removed as per the district tree policy.
- Next steps: This committee approves this to go to the board as a ratification.

<table>
<thead>
<tr>
<th>H. Dirt parking lot repair</th>
<th>Rucker</th>
<th>DB Trenching</th>
<th>$19,900</th>
<th>RRM</th>
</tr>
</thead>
</table>

MINUTES
- This parking lot is near the front of the school. This repair would smooth and level the surface.
- Next steps: This committee approves this to go to the board as a ratification.

<table>
<thead>
<tr>
<th>I. Pelican install</th>
<th>Solorsano MS</th>
<th>ESI / Val’s</th>
<th>ESI – $158,970 Val’s – $239,508</th>
<th>RRM</th>
</tr>
</thead>
</table>

MINUTES
- This would bring Solorsano MS to the district HVAC standard. With the existing system, any
  - The thermostats and controls would be in every room at the site and can be remotely controlled. The installation would be done over several months.
- Next steps: The $158K quote will go to the board for approval.

<table>
<thead>
<tr>
<th>J. Pelican update – request from last FSC INFORMATION ONLY</th>
<th>Various</th>
<th>N/A</th>
<th>N/A</th>
<th>CALSHAPE</th>
</tr>
</thead>
</table>

MINUTES
- Matt presented a list of the district sites that are on Pelican system or not. Rucker and Solorsano are the two school sites that are not using Pelican system.
- Matt will keep up this list for the committee’s reference.
<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>K.</td>
<td>Marquee install</td>
<td>Las Animas ES</td>
<td>Quil school Signs</td>
<td>$86,284.19+Electric and DSA 30K ROM</td>
</tr>
<tr>
<td></td>
<td>INFORMATION ONLY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MINUTES**
- This is a request from site principal.
- Most district elementary schools do not have electronic marquee.
- Next steps: The committee does not approve this request.

| L. | Trellis roofing – wood to metal | Eliot ES | COBE | $69,608 – Roofing  
Also getting a quote from Tremco (pending)  
$22,989 – Painting | TBD |
| --- | --- | --- | --- | --- |

**MINUTES**
- The trellis roofing needs to be replaced because the wood is damaged.
- Next steps: At least one more quote is needed. This would be funded from RRM.

<table>
<thead>
<tr>
<th>M.</th>
<th>Fill eating areas under trellis with concrete</th>
<th>Eliot ES</th>
<th>DB Trenching</th>
<th>$97,900</th>
<th>TBD</th>
</tr>
</thead>
</table>

**MINUTES**
- Alvaro said this could be funded from RRM.
- Next steps: The committee requests at least one more quote.

<table>
<thead>
<tr>
<th>N.</th>
<th>Pressure wash</th>
<th>Christopher HS</th>
<th>Shine XD</th>
<th>$61,815</th>
<th>TBD</th>
</tr>
</thead>
</table>

**MINUTES**
- This is a request from the site principal.
- Next steps: The committee does not approve this request.

| O. | Parking lot asphalt resurfaced | Solorsano MS | DB Trenching / J&S | DB Trenching – $149,000  
J&S – $75,740 | TBD |
| --- | --- | --- | --- | --- | --- |

**MINUTES**
- This is informational alert that this parking lot surface is in bad shape. This proposal would patch the worst spots.
- Matt recommends considering as a project for next summer because it would be too disruptive to traffic during the school year.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Location</th>
<th>Contractor</th>
<th>Cost</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.</td>
<td>Bleacher repairs</td>
<td>Various</td>
<td>Faciliserv</td>
<td>$34,103</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**MINUTES**
- This is an information item because Matt would like to do more research.

| Q.   | Additional fencing for special needs area | Las Animas ES | ASI | Pending quote | TBD |

**MINUTES**
- This is to better secure a part of the fence near the kindergarten area by portables.
- Next steps: This committee approves this to go to the board as a ratification.

| R.   | Tennis courts resurfacing | Christopher HS | J&S | $139,500 | TBD |

**MINUTES**
- Two courts have large crack and holes in surface. It could become a safety issue.
- Mark requests quote for patching, if that can be done for less and would address the problem.
- Next steps: The committee approves only patching the holes.

| S.   | Tennis courts resurfacing | Gilroy HS | J&S | $231,350 | TBD |

**MINUTES**
- Matt recommends that if not considering this until next school year.

| T.   | Tennis courts windscreen | Gilroy HS | J&S | Pending quote | TBD |

**MINUTES**
- Quotes for materials are not ready. Matt said district staff can hang screens.
- This would be funded out of RRM.
- Next steps: The committee approves, if wind screens are less than $5K.
### OTHER PROJECTS/FACILITY ISSUES AT SITES

<table>
<thead>
<tr>
<th>SITES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CLUB DRIVE PROPERTY</strong></td>
</tr>
<tr>
<td>• A development is going into property across the street from the district property and, as part of the project, the developer has to do some work near the creek. The developer is accessing its property via the district property, with strict limits on what can be done on district property. This is expected to be completed before the start of the school year.</td>
</tr>
<tr>
<td><strong>MT. MADONNA HS</strong></td>
</tr>
<tr>
<td>• The quote for new fire panel came in after this meeting’s agenda was finalized. The committee requests that this go to the board for approval so the work can start as soon as possible. This will be paid out of Deferred Maintenance.</td>
</tr>
<tr>
<td><strong>PRESCHOOL</strong></td>
</tr>
<tr>
<td>• Linda asked for update on bids for preschool project. Paul said district legal counsel is reviewing bid documents. Paul said he anticipating going out to bid in September.</td>
</tr>
<tr>
<td><strong>SOUTH VALLEY MS</strong></td>
</tr>
<tr>
<td>• James asked for update on modernization project. Work continues on last phase of buildings, landscaping. Mobile kitchen will serve meals later in fall. Tentative completion date is Nov. 8.</td>
</tr>
<tr>
<td>• The committee will tour SVMS before the next FSC meeting.</td>
</tr>
</tbody>
</table>

**NEXT MEETING:** 9 A.M. FRIDAY, Sept. 8, 2023
Gilroy Unified School District

Facility Committee Lighting & Electrical Generation Update

CA Contracting Program GC §4217

Presented by:
ABM Building Solutions, LLC
CSLB #976012

September 8
2023
Overview of Proposed Scope and Pricing

• Project includes lighting upgrades and back-up generation
• Provides high ROI infrastructure improvements with significant cash flow to the General Fund
• Includes approximately $315,000 in utility incentives paid directly to the District
• Includes a PG&E rebate of $100,000 for generators
• Solves significant infrastructure issues at Rucker ES and the District Office
• Includes guaranteed energy savings and as structured, is CA Code 4217 compliant
Impacts on Project Cost Refresh

Updated Price $2,417,100
Prior Price $2,271,771
Increase $145,329 (6.4%)

- Lighting increase of $127K due to 2\textsuperscript{nd} Shift Prevailing Wage
- Back-Up Generator increase of $18K due to vendor equipment increases

Please note new pricing is valid through September 30\textsuperscript{th}
### Lighting & Natural Gas Fueled Generators

Project Cost = $2,417,100  
Net Cost* = $1,822,100  

*less lighting incentive ($315,000), engineering fee ($180,000),  
& generator PGE rebate ($100,000)

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Cash Flow</th>
<th>Cumulative Cash Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Con</td>
<td>$30,187</td>
<td>$30,187</td>
</tr>
<tr>
<td>1</td>
<td>$150,934</td>
<td>$181,121</td>
</tr>
<tr>
<td>2</td>
<td>$158,481</td>
<td>$339,602</td>
</tr>
<tr>
<td>3</td>
<td>$166,405</td>
<td>$506,007</td>
</tr>
<tr>
<td>4</td>
<td>$174,725</td>
<td>$680,732</td>
</tr>
<tr>
<td>5</td>
<td>$183,461</td>
<td>$864,193</td>
</tr>
<tr>
<td>6</td>
<td>$192,634</td>
<td>$1,056,827</td>
</tr>
<tr>
<td>7</td>
<td>$202,266</td>
<td>$1,259,093</td>
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<tr>
<td>8</td>
<td>$212,379</td>
<td>$1,471,472</td>
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<tr>
<td>9</td>
<td>$222,998</td>
<td>$1,694,470</td>
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<tr>
<td>10</td>
<td>$234,148</td>
<td>$1,928,618</td>
</tr>
<tr>
<td>11</td>
<td>$245,856</td>
<td>$2,174,474</td>
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<tr>
<td>12</td>
<td>$258,148</td>
<td>$2,432,622</td>
</tr>
<tr>
<td>13</td>
<td>$271,056</td>
<td>$2,703,678</td>
</tr>
<tr>
<td>14</td>
<td>$284,609</td>
<td>$2,988,287</td>
</tr>
<tr>
<td>15</td>
<td>$298,839</td>
<td>$3,287,126</td>
</tr>
<tr>
<td>Totals</td>
<td>$3,287,126</td>
<td>$3,287,126</td>
</tr>
</tbody>
</table>
**Lighting Only**

Project Cost = $1,929,932  
Net Cost* = $1,434,932

*less lighting incentive ($315,000) & engineering fee ($180,000)

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Cash Flow</th>
<th>Cumulative Cash Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Con</td>
<td>$30,187</td>
<td>$30,187</td>
</tr>
<tr>
<td>1</td>
<td>$150,934</td>
<td>$181,121</td>
</tr>
<tr>
<td>2</td>
<td>$158,481</td>
<td>$339,602</td>
</tr>
<tr>
<td>3</td>
<td>$166,405</td>
<td>$506,007</td>
</tr>
<tr>
<td>4</td>
<td>$174,725</td>
<td>$680,732</td>
</tr>
<tr>
<td>5</td>
<td>$183,461</td>
<td>$864,193</td>
</tr>
<tr>
<td>6</td>
<td>$192,634</td>
<td>$1,056,827</td>
</tr>
<tr>
<td>7</td>
<td>$202,266</td>
<td>$1,259,093</td>
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<tr>
<td>8</td>
<td>$212,379</td>
<td>$1,471,472</td>
</tr>
<tr>
<td>9</td>
<td>$222,998</td>
<td>$1,694,470</td>
</tr>
<tr>
<td>10</td>
<td>$234,148</td>
<td>$1,928,618</td>
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<tr>
<td>11</td>
<td>$245,856</td>
<td>$2,174,474</td>
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<tr>
<td>12</td>
<td>$258,148</td>
<td>$2,432,622</td>
</tr>
<tr>
<td>13</td>
<td>$271,056</td>
<td>$2,703,678</td>
</tr>
<tr>
<td>14</td>
<td>$284,609</td>
<td>$2,988,287</td>
</tr>
<tr>
<td>15</td>
<td>$298,839</td>
<td>$3,287,126</td>
</tr>
<tr>
<td>Totals</td>
<td>$3,287,126</td>
<td>$3,287,126</td>
</tr>
</tbody>
</table>
Additional Information

- California Public Utility Commission incentive program is the California Market Access Program: Market Access Program (ca.gov)

- The LED bulbs scoped for this project have a useful life of at least 60,000 hours as rated by the Energy Star Tm-21 calculator – with a minimum commercial useful life of 15 years: TM-21Calculator-20140416-1W-3535W-10000h.pdf (gg-led.com)

- Bulbs include a 10-year material warranty and a 1-year labor warranty
# Lighting Upgrades

## Recommended Scope:

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

### 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
## Lighting Scope Breakdown (1 of 2)

<table>
<thead>
<tr>
<th>Measure</th>
<th>Christopher HS</th>
<th>Gilroy HS</th>
<th>Solorsano MS</th>
<th>Eliot ES</th>
<th>El Roble ES</th>
<th>Glen View ES</th>
<th>No. of units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replacing linear fluorescent lamps with <strong>new LED lamps</strong> at all facilities</td>
<td>6,401</td>
<td>180</td>
<td>2,995</td>
<td>2,046</td>
<td>646</td>
<td>1,430</td>
<td>13,698</td>
</tr>
<tr>
<td>2. Replacing recessed downlights with <strong>new LED fixtures</strong> at various facilities</td>
<td>496</td>
<td></td>
<td>206</td>
<td>17</td>
<td>8</td>
<td>10</td>
<td>737</td>
</tr>
<tr>
<td>3. Replacing compact fluorescent lamps with <strong>new LED lamps</strong> at various facilities</td>
<td>227</td>
<td></td>
<td>80</td>
<td>20</td>
<td></td>
<td>32</td>
<td>359</td>
</tr>
<tr>
<td>4. Replacing various exterior area lights, flood lights and wallpacks with <strong>new LED fixtures</strong> at various facilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>5. Replace non LED high bays with <strong>new LED high bay fixtures</strong> at Glen View ES and Solorsano MS</td>
<td></td>
<td>51</td>
<td></td>
<td></td>
<td></td>
<td>16</td>
<td>67</td>
</tr>
<tr>
<td>6. Replace linear fluorescent fixtures with new LED fixtures at various facilities</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td>190</td>
<td></td>
<td>192</td>
</tr>
</tbody>
</table>
## Lighting Scope Breakdown (2 of 2)

<table>
<thead>
<tr>
<th>Measure</th>
<th>Las Animas ES</th>
<th>Rod Kelley ES</th>
<th>Rucker ES</th>
<th>GECA</th>
<th>Maintenance Building</th>
<th>GUSD Office/Annex</th>
<th>No. of units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replacing linear fluorescent lamps with new LED lamps at all facilities</td>
<td>2,311</td>
<td>44</td>
<td>1,188</td>
<td>676</td>
<td>24</td>
<td>362</td>
<td>4,605</td>
</tr>
<tr>
<td>2. Replacing recessed downlights with new LED fixtures at various facilities</td>
<td>29</td>
<td>7</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>41</td>
</tr>
<tr>
<td>3. Replacing compact fluorescent lamps with new LED lamps at various facilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>4. Replacing various exterior area lights, flood lights and wallpacks with new LED fixtures at various facilities</td>
<td>1</td>
<td>34</td>
<td>8</td>
<td>11</td>
<td></td>
<td></td>
<td>54</td>
</tr>
<tr>
<td>5. Replace non LED high bays with new LED high bay fixtures at Glen View ES and Solorsano MS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>6. Replace linear fluorescent fixtures with new LED fixtures at various facilities</td>
<td>46</td>
<td></td>
<td>54</td>
<td></td>
<td></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>
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
Thank You

ABM Infrastructure Solutions, LLC.
Tony Roehrick, Ed.D.
Tony.Roehrick@abm.com
707.205.0755
REQUEST FOR FACILITY IMPROVEMENT

Complete the following form to request improvements to your site. Improvements requiring prior authorization include anything that modifies existing facilities, adds or removes permanent fixtures, requires outside labor or equipment to complete, modifies a building system, or changes the appearance or function of any site features.

Examples: Shade structures, outside fixed furniture, full building interior/exterior painting or murals, playground additions or modifications, building signage, security cameras, landscaping modifications, additional electrical, mechanical or plumbing service locations, the addition or removal of storage containers or sheds.

Do not use this form to request general maintenance items such as; light replacements, sport field striping, custodial support, HVAC service, and routine repairs.

Submit the completed Facility Improvement Request form to Marissa Van Patten, Facilities Project Manager. Requests will be reviewed for inclusion on the next available Facilities Subcommittee agenda. If your presence is required to present the request, or if supplemental information or photos are needed, you will be notified in advance.
REQUEST FOR FACILITY IMPROVEMENT

SITE: ____________________________________________________________

REQUESTOR: ____________________________________________________

FUNDING SOURCE: ______________________________________________

PROJECT BUDGET: ______________________________________________

DESCRIPTION OF IMPROVEMENT(S): __________________________________

HOW WILL THE IMPROVEMENT(S) CONTRIBUTE TO ONE OR MORE OF THE 2023-2024
SUPERINTENDENT’S PRIORITIES?

Academics: Creating learning spaces that provide rigor, innovation, and deep understanding of concepts
School Safety: Building an inclusive and safe school climate and culture
Mental Health and Wellness: Prioritizing mental health and social-emotional well-being of all

******************************************************************************

TO BE COMPLETED BY THE FACILITIES SUBCOMMITTEE

FSC REVIEW DATE: ________________

FSC COMMENTS: ______________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

_________________ APPROVED FOR BOARD VOTE  _______ MORE INFORMATION NEEDED  _______ DENIED
5d. Performance Standard/Professional Skill. In the performance of the Services, Consultant shall employ, at a minimum, perform consistent with but limited to the generally accepted standards and practices utilized by persons of Consultant's profession engaged in providing services similar to those required under this Agreement. The Parties agree that District is relying on Consultant's expertise, skill and ability as a specialist in provision of the Services required and that acceptance of the work by District does not release Consultant from its professional responsibilities hereunder or under applicable standards or laws, nor does acceptance constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with consultants' services except that the services will be performed consistent with the standard of care stipulated herein.

7. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the District, each member of its Board of Trustees, and each officer, employee, director, agent and volunteer, (each, an "Indemnatee") harmless from and against any claim, demand, loss, judgement or liability (each, a "Claim") arising from or related to, pertaining to the performance relating to, the negligence, acts, omissions, or breachwillful misconduct of Consultant. Consultant's responsibility for such defense and indemnification shall survive the termination or completion of this Agreement for the full period of time allowed by law. Consultant's obligation to indemnify hereunder shall be limited to Claims that arise out of, pertain to, or relate to that are actually caused by the negligence, recklessness, or willful misconduct of Consultant. Consultant has no obligation to provide an immediate defense or to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

It is agreed by the Parties that, if Consultant is a governmental entity, then, Consultant's obligation to indemnify an Indemnatee shall be enforced to the extent permitted by California law. In addition, to the extent permitted by California law, District will indemnify and hold Consultant and its governing board members, officers, and employees harmless from all Claims, expenses and costs directly arising from District's negligence in connection with this Agreement or the Services. Consultant shall promptly notify District upon receipt of any Claim relating to this Agreement.

The indemnification provisions set forth herein shall survive the termination of this Agreement.

The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement.

12. Dispute Resolution
In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as
required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party’s written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

Exhibit D Insurance: (REVISED by GHS 08.29.2023)

Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant’s profession, covering errors and omissions in the amount of no less than $1,000,000 per claim and annual occurrence, $2,000,000 aggregate. Architects' and Engineers' coverages must be provided if Consultant is a licensed professional endorsed to include contractual liability. Any deductible or self-insured retention shall not exceed $20,000 per claim without District’s prior approval.
5d. Performance Standard/ Professional Skill. In the performance of the Services, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons of Consultant’s profession engaged in providing services similar to those required under this Agreement. The Parties agree that District is relying on Consultant’s expertise, skill and ability in provision of the Services required and that acceptance of the work by District does not release Consultant from its professional responsibilities hereunder or under applicable standards or laws, nor does acceptance constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the District, the members of its Board of Trustees, and each officer, employee, director, agent and volunteer (each, an “Indemnitee”) from and against any claim, demand, loss, judgement or liability (each, a “Claim”) arising out of, pertaining to or relating to, the negligence, acts, omissions, or willful misconduct of Consultant. Consultant’s responsibility for such defense and indemnification shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement.

Exhibit D Insurance: (REVISED by GHS 08.29.2023)

Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant’s profession, covering errors and omissions in the amount of no less than $1,000,000 per occurrence, $2,000,000 aggregate. Architects’ and Engineers’ coverages must be endorsed to include contractual liability. Any deductible or self-insured retention shall not exceed $20,000 per claim without District’s prior approval.
1. Contact Information

Paul Nadeau
paul.nadeau@gilroyunified.org
(408) 726-1686

2. Store Pickup

Gilroy
8850 San Ysidro Ave
Gilroy, CA 95020
Open | Closes at 10 PM

In Store Pickup: Thursday, Sep 7 - Tuesday, Sep 12

3. Delivery Address

Paul Nadeau
7881 Murray Ave
GILROY, CA 95020
(408) 726-1686

4. Appliance Delivery

Thursday, Sep 28
"YOU MUST CALL 408.612.2720 PRIOR TO DELIVERY. NO EXCEPTIONS. I MUST MEET YOU AT SITE TO DELIVER."

FREE

5. Payment Method

- Credit Card
Enter credit card number

Expiration

<table>
<thead>
<tr>
<th>Month</th>
<th>Year</th>
<th>CVV (on back)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Save as my default credit card

Billing Address

7881 Murray Ave, GILROY, CA, 95020

Apply a Gift Card | Have a PO/Job Code for this order?

Review Your Order

* We are required by law to charge all applicable sales taxes for online orders.

Please note that the order totals during your checkout reflect estimated sales tax. The actual charge to your form of payment will include applicable state and local sales taxes and will be calculated when order is shipped.

By providing your mobile phone number and clicking Place Order, you agree to receive a text message from Home Depot when your order is ready for pickup. One text per order. Message and data rates may apply and texts may be sent between the hours of [8:00 am and 10:00 pm]. Consent not required and not a condition of purchase. You will also receive email order updates. Not all carriers supported. For help, text HELP to [53747] or call 1-800-HOMEDEPOT; to stop texts, text STOP to[53747] (a confirmation text will be sent).

Local store prices may vary from those displayed. Products shown as available are normally stocked but inventory levels cannot be guaranteed.

© 2000 - 2013 Homer TLC, Inc. All Rights Reserved. Use of this site is subject to certain Terms of Use which constitute a legal agreement between you and The Home Depot U.S.A. Inc. View our My Account Terms and Conditions and Privacy & Security Statement.

Edit Cart (2)

Your Order

$3,710.22

Pick Up In Store

Appliance Delivery

Items(1)

Items(1)

Get it by Thu, Sep 28

FREE
Bosch 800 Series 36 in. 21 cu ft Smart Counter Depth French Door B... $3,148.00

Qty: 1

Parts and Services
$17.98

More Details

Subtotal
$3,751.06

Savings
+$310.26

Pick Up In Store
FREE

Appliance Delivery
FREE

Estimated Sales Tax*

Apply Tax Exempt ID

Total
$3,710.92

You Saved 9% Off Your Items

Have a promo code?

GET $100 OFF* and pay $3610.32 instead on your qualifying purchase, plus receive 6 months everyday financing** on purchases over $299 when you open a new card.

Apply Now

See Terms

Need Help?
Call us at 1-800-466-3337, 6 a.m. - 2 a.m. ET
For assistance with appliances, call 1-877-961-6683

Call 7 days a week - 6 a.m. to 2 a.m. EST
For assistance with custom blinds, call 1-800-658-7320
GUSD Policy on Underground Digging / Boring

GUSD requires all contractors that will be performing any digging/boring or excavation underground at any GUSD site, to:

- perform a ground penetrating radar survey (GPRS) prior to any work. This survey must be completed and reviewed against any existing drawings, schematics, or other media that may indicate the existence of underground utilities in close proximity (10 feet) to the dig site.
- Review this survey with GUSD staff and obtain approval to proceed prior to any dig.
- Unless unavoidable through emergency or other safety reasons, all digs are to be scheduled outside normal business hours for the site.
- The site Superintendent will be familiar with the shut-off location and have complete access to the shut-off valves prior to any dig.
- The contractor will review a contingency plan with GUSD Staff in the event of any utility strike during the course of digging.

Any and all costs associated with a utility strike will be the responsibility of the contractor and will not be absorbed by the project cost by the District. The contractor will be responsible for providing temporary utility services while repairs are being performed. (*Ex: provide gas power generators to buildings affected by electrical line repairs.*)
Email from Beatrice Magdaleno

Beatrice Magdaleno <beatrice.magdaleno@gilroyunified.org>       Wed, Aug 30, 2023 at 11:21 AM

To: Paul Nadeau <paul.nadeau@gilroyunified.org>, Marissa Van Patten <marissa.vanpatten@gilroyunified.org>
Cc: Jean Wells-Southland <jean.wells-southland@gilroyunified.org>

Hi Paul,

I wanted to request some needed items for our Glen View preschool site. Please let me know if I need to place work orders for these items or if there is a different process that I need to do.

Can we refresh the main sign at Glen View? It is very faded and needs the phone number updated. Also can it be reinstalled, so it faces the street?

Another thing we need is a shade structure for this playground. In the afternoon the playground sometimes cannot be used because of how hot it gets.

Lastly, I would like to request more trees to be planted. During last years storms we lost a tree and one was never replanted.

Thank you,

_____________________________________________________________________

1. Sign “Refresh”
2. Re-Installation of sign to face street
3. Shade Structure
Dear Paul,

Thank you for the opportunity to provide you with our Proposed Agreement For Electrical Engineering Services (hereinafter referred to as “Agreement”) for the above referenced project. This proposed Agreement is based on the drawings and RFP information provided in your email sent on 08.08.23, and the scope of services noted below.

Please date and sign below should you agree to the terms of this proposed Agreement and the terms and conditions therein. Upon signature, this proposed Agreement shall become effective and shall serve as the formal Agreement between Client (identified above) and Atium Engineering, Inc. (hereinafter referred to as “Engineer”).

PROJECT DESCRIPTION
The project shall involve a new fire alarm system at an existing school campus.

Figure 1 - Site Plan
MEETINGS AND SITE VISITS
Client acknowledges that Engineer may request to conduct site visits and/or in-person meetings. Client further acknowledges that all site visits and in-person meetings, including the scheduling thereof, are contingent upon the status of any pandemics including the current "shelter in place" order being lifted and subject to any public access restrictions and/or social distancing requirements and guidelines. No site visits or in person meetings shall be provided until such a time as permitted with reference to the preceding and in Engineer’s sole discretion. If a site visit is not feasible, design documents shall be based on available as-built information and additional information as may be provided by the owner and architect. As part of the design services, Engineer will attend meetings and site visits in accordance with Engineer’s understanding of the project requirements, which includes and is expressly limited to the following:
- Up to (1) initial site visit to review existing site conditions
- Conference calls as needed
- Up to (1) site visit to perform punch walk

SUBMITTALS
Unless otherwise noted, all submissions shall be digital in nature and shall be provided in PDF format only. Progress sets may be provided in addition to the items below at the request of the Client.
- Contract Documents
  - 50% CD Drawings – (1) Submittal
  - 90% CD Drawings and Specifications (DSA First Submission) – (1) Submittal
  - 100% CD Drawings and Specifications (DSA Backcheck) – (1) Submittal
- Bid
  - Provide bid addenda drawings – (1) Submittal

ASSUMPTIONS
- Engineer shall not be responsible for direct coordination with, or submission to, DSA. Engineer assumes that the Client shall engage an architect or other entity to provide all DSA submission documentation and to manage the DSA process.
- Client shall provide backgrounds formatted in AutoCAD DWG file format
- Client shall provide as-built documents in digital format (if available)
- The project shall be commissioned (if required) by a third-party commissioning agent
- Project schedule is assumed to be as follows, subject to permitted and excusable delays as set forth herein:
  - 50% Construction Documents: 4 Weeks
  - 90% Construction Documents: 3 Weeks
  - DSA Review: 3 Months
  - 100% Construction Documents: 2 Weeks
  - Bid: 1 Month
  - Construction Administration: 3 Months

INCLUDED SERVICES
General
- Coordinate with architect, mechanical engineer, plumbing engineer, civil engineer, and landscape architect for required equipment loads
- Provide deliverable documents formatted in AutoCAD 2017 and PDF
- Coordination of systems design with all consultants on project team
- Layout of all systems and devices noted herein
- Circuiting of all devices and systems noted herein
- Written specifications for the systems noted herein
- Demolition drawings will be provided in a schematic format only with demolition notes. Detail of all existing conditions will not be recorded beyond available existing drawings. Documentation of existing devices shall not be provided beyond existing low voltage head end equipment and electrical power distribution equipment

Electrical
• Provide power to new fire alarm equipment

Fire Alarm
• Heat, smoke, relay module, and other fire alarm device layout
• Basis of design system selection
• Voltage drop and battery calculations

Construction Administration
• Respond to Pre-Bid RFIs
• Review substitution requests
• Provide RFI Responses
• Provide Submittal Reviews – Up to (2) reviews per submittal
• Provide sketches/ASIs for changes necessary to complete original scope of work (additional services or added scope are not included)

EXCLUDED SERVICES
General
• Work on buildings or areas other than those noted above
• Attendance at meetings or site visits not noted above
• Construction management or bidding coordination
• Cost estimating
• Documentation of existing as-built conditions
• Supervision of contractors
• Record drawings of completed projects
• Design for, or documentation of, LEED, WELL, or any other building rating system
• Commissioning (Cx) of any systems
  ◦ Creation of an Owner’s Project Requirements (OPR) document for lighting or other electrical systems
  ◦ Creation of room schedules detailing individual room requirements for lighting controls
  ◦ Develop a Basis of Design (BOD) beyond any narratives developed during the preliminary stages of design
  ◦ Attend any meetings with the Commissioning agent (CxA)
• Design or layout of any systems not noted above
• Coordination of energy rebates with local utility

Fire Alarm
• Design of atria or any systems involving fire smoke evacuation systems
• Design of Very Early Smoke Detection Apparatus (VESDA) systems, or similar
• Design of connection to fire protection systems which are pre-action, chemical, water vapor/mist, or similar in nature

Construction Administration
• Additional submittal reviews (beyond the (2) per submittal as noted above)
• Provide sketches/ASIs for changes due to RFI responses, except where deemed by EEOR to be necessary (e.g. for AHJ review and approval of fire alarm changes)
• Revise device layouts during construction due to furniture changes

TERMS AND CONDITIONS
Agreement: The terms and fees noted herein shall be considered valid for 30 days from the date of the Agreement unless this Agreement is signed by both Engineer and Client.

Client Responsibilities: The Client shall provide full and complete and accurate information regarding requirements for the Project. The Client shall designate, when necessary, a representative authorized to act in the Owner’s behalf with respect to the Project. The Client or such authorized representative shall examine the documents submitted by the Engineer and shall render decisions pertaining thereto promptly, to avoid
unreasonable delay in the progress of the Engineer’s services. The Client shall also furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof.

Professional Credit: Press releases, articles, professional publications and the like where the Architect is named shall credit Atium Engineering as the Electrical Engineer.

Use of Engineer’s Documents: All documents, including this Agreement, prepared by the Engineer with regards to this Project shall be construed as instruments of the Engineer’s services for use with sole respect to this Project. The Engineer shall remain the owner of these documents and shall retain all rights thereto. Any reuse of these documents without specific written authorization and adaptation by Engineer will entitle Engineer to further compensation and may subject the unauthorized user to legal action.

Site Visits and In-Person Meetings: All site visits and in-person meetings shall be provided at a time deemed safe and appropriate by the Engineer, and shall be subject to cancelation or delay pending the current “Shelter in Place” directive put in place by the State of California. Should a site visit or in-person meeting not be feasible, Engineer shall provide design documents based on available as-built information and additional information as may be provided by the Client. When such inability to perform site visits or in-person meetings are beyond the Engineer’s reasonable control, the Client agrees that the Engineer shall not be responsible for damages that may result from incorrect or missing information contained in the as-built or supplemental information, nor shall the Engineer be deemed in default of this Agreement.

Ownership and Instruments of Service: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Engineer as instruments of service shall remain the property of the Engineer. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto. The Client acknowledges the Engineer’s construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Engineer. The Client shall not reuse or make any modification to the construction documents and/or documents contemplated herein without the prior written authorization of the Engineer. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney’s fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client with or without the written authorization of the Consultant.

Standard of Care: In providing services under this Agreement, the Engineer will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Permitted / Excusable Delays: The Engineer shall be excused and shall not be held responsible for any delays caused in any part by factors beyond the Engineer’s reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns and/or shelter-in-place orders, power or server outages, acts of nature, acts of God, staff member illness, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Engineer’s services or work product, or delays caused by faulty performance by the Client’s or by contractors of any level. When such delays beyond the Engineer’s reasonable control occur, the Client agrees that the Engineer shall not be responsible for damages, nor shall the Engineer be deemed in default of this Agreement.

Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, Property or Project, nor for any failure of a contractor to comply with any laws and/or regulations applicable to such contractor's furnishing and performing of its work.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. The parties agree that Engineer does not and cannot guarantee construction costs nor are any construction costs implied by and/or through this Agreement. The Owner acknowledges that the Engineer has no control over the competitive bidding process or the methods that contractors have in determining prices. The Owner is solely responsible for receiving preliminary estimates for construction costs. The Engineer assumes no responsibility or liability for these estimates or final construction costs.

Engineer’s opinions of probable Construction Cost are to be made on the basis of Engineer’s experience and qualifications and represent Engineer’s best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ their own independent cost estimator.

Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer’s own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

Engineer shall be responsible only for those Construction Phase services expressly required of Engineer herein. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Client assumes all responsibility for the application and interpretation of the Contract Documents, revisions to the Contract Documents during construction, construction observation and review, review and response to contractor claims, contract administration, processing Change Orders, construction surety bonding and insurance requirements, review of payment applications, and all other necessary Construction Phase engineering and professional services. Client waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer herein.

Existing Conditions: The Engineer and/or the Engineer’s Consultants shall not be responsible for jobsite conditions which are not readily visible for inspection. This includes but is not limited to: inaccessible areas of existing structures, buried footings, areas of the roof and chimney for which exact measurements cannot be readily taken from the ground, etc. Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the subject building, the Client agrees that except for gross negligence of
Engineer, the Client will hold harmless, indemnify, and defend the Engineer from and against all claims arising out of or from unknown existing conditions.

Termination: This Agreement may be terminated by either party upon not less than seven days’ prior written notice should the other party fail substantially to perform in accordance with the terms of this proposal through no fault of the party initiating the termination. This Agreement may be terminated by the Client upon not less than seven days’ prior written notice for the Client’s convenience and without cause. Engineer shall be compensated for all services performed prior to the receipt of written notice from the Client for such a termination.

Should Client terminate this Agreement for no good cause, then Client shall also be responsible to pay Engineer termination expenses which are in addition to compensation for the Engineer’s services and include expenses directly attributable to termination for which the Engineer is not otherwise compensated, plus an amount for the Engineer’s anticipated profit on the value of the services not performed by the Engineer.

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Engineer’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of ten percent (10%) per annum, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Engineer.

The Client shall not withhold amounts from the Engineer’s compensation to impose a penalty or liquidated damages on the Engineer, or to offset sums requested by or paid to contractors for the cost of changes to the Work unless the Engineer agrees in writing or has been found liable for the amounts in a binding dispute resolution proceeding.

Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

This Agreement shall be governed by the laws of the place where the Property / Project is located.

No action arising from or related to the Agreement, or the performance thereof, shall be commenced by either party against the other more than two (2) years after the completion or cessation of work of Engineer hereunder.

Client and Contractor have knowledge of the risks, rewards and benefits of the Project and the Contractor’s fees for such services. In recognition of the relative risks and benefits of the Project to both the Client and the Contractor, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Contractor and its officers, employees and assigns, for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from any cause or causes arising out of this Agreement and/or Work, so that the total aggregate liability of the Contractor and its officers, employees and assigns shall not exceed the Contractor’s total fee paid by Owner for services rendered on this Project. Such claims and clauses include, but are not limited to, negligence, errors or omissions, strict liability, breach of contract, and breach of warranty.

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other’s employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Any provision or part of the Agreement held to be void or unenforceable under any laws and/or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof.
with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

No breach of any agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein. The waiver of either or both parties of the time for performing any act shall not be construed as a waiver of any other required to be performed at a later date.

This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by all the parties hereto.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

Each person executing this Agreement represents that the execution of this Agreement has been duly authorized by the party on whose behalf the person is executing the Agreement and that such person is authorized to execute the Agreement on behalf of such party.

The terms, covenants and conditions of this Agreement shall be binding upon and shall insure to the benefit of the successors and permitted assigns of the respective parties to this Agreement.

Any controversy or claim arising out of the related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Request for mediation shall be filed in writing with the other party to the Agreement and shall be commenced within thirty (30) days of receipt of such notice. The parties shall share the mediator’s fee and filing fees equally, and each party shall be responsible for its own attorney’s fees. The mediation shall be held in the County where the Project is located unless another location is mutually agreed upon. If either the Client or the Engineer initiates a lawsuit before mediation and/or refuses or resists mediation then they shall not be entitled to recover prevailing party attorneys’ fees as otherwise allowed herein.

If any party hereto commences a legal action (other than mediation) to interpret or enforce this Agreement or any provision hereof, the prevailing party shall be entitled to an award of its reasonable costs, attorney’s fees and expert witness fees, in addition to all other amounts awarded by the court or arbitrator.

The Engineer is and at all times shall be an independent contractor with respect to the Work and the Project. This Agreement shall not be interpreted as creating, nor shall it be deemed to create, any employer employee, partnership or other relationship between the Client and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Engineer.

The provisions of this Agreement shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. The parties hereto acknowledge that each party and its counsel have reviewed and approved this Agreement (or have voluntary elected not to have counsel review this Agreement).

THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

All exhibits attached to the Agreement are incorporated as if set forth in full.

REIMBURSABLE EXPENSES
Unless stated otherwise, all reimbursable expenses associated with the project (travel and all travel related expenses, mileage, parking, shipping, reproduction, and in-house plotting of electronic files) have been included as part of the fee noted below.

Expenses for additional items such as mock-ups, sample equipment, etc., are not included in the fee noted below. Expenses associated with those items, if any, will be itemized and billed separately, at cost plus 10% handling charge.

**FEE**

Payment and Deliverables:
- Payment by Client is due within 30 days of receipt of invoice.
- Payment may be made via check (preferred) or via credit card. For credit card payments a 3% surcharge shall be added to the invoiced amount for processing.
- No deliverable items will be provided for this project before a valid contract is executed by both parties.
- Services will be provided on a fixed fee basis

For work noted herein as “Fixed” the Client shall compensate the Engineer for the services and work described above for a lump sum fee as described in the table below.

<table>
<thead>
<tr>
<th>Phase/Task</th>
<th>Fee</th>
<th>Rejected (Initial)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Documents</td>
<td>$17,500</td>
<td></td>
</tr>
<tr>
<td>Bid</td>
<td>$600</td>
<td></td>
</tr>
<tr>
<td>Construction Administration</td>
<td>$5,800</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$23,900</strong></td>
<td></td>
</tr>
</tbody>
</table>

Changes in the scope of work, revisions after the submission of substantially completed documents, and/or review of change orders not initiated by, or as a result of actions by, this firm that results in additional work by this firm will require additional services. Additional proposals shall be provided and approved for these additional services prior to the commencement of work.

The Client and Engineer agree in accordance with the Terms and Conditions of this Agreement that if the scope of Project or of the Engineer’s services is changed materially, the amounts of compensation shall be equitably adjusted.

**APPROVAL**

To accept this proposed Agreement and all the terms and conditions therein, please sign below. To decline any of the services listed above, please initial or place an “X” in the appropriate box to reject the fee and scope associated with that service, then date and sign below and return a copy to us via mail, or digitally via email. Any services listed above not initialed, X’d, or otherwise indicated to be rejected shall be considered approved per the Terms and Conditions of this Agreement.

CLIENT:  
Paul Nadeau  
Gilroy USD

ENGINEER:  
J. David Maino  
Atium Engineering, Inc., President  
08.31.23
On-Site Services Agreement

Agreement ID: 249-7880-R

This On-Site Services Agreement (together with the attached Order Form and Terms and Conditions, the “Agreement”) is between:

**Company**
ARC Document Solutions, LLC
12657 Alcosta Blvd., Suite 200
San Ramon, CA 94583
(925) 949-5100
Account Exec Name: Sidy Mon
Account Exec Email: sidy.n@e-arc.com

**Client**
Gilroy Unified School District ("Client")
220 Swanson Lane
Gilroy, CA 95020
Contact Name: Paul Nadeau
Contact Email: paul.nadeau@gilroyunified.org
Contact Phone: (408) 807-1346
Order Form

Effective Date: 8/3/2023
Term: 12 Months

ARC will provide the equipment, software, and/or services in the sections and at the rates specified below. The Term of this Agreement shall commence on the Effective Date. Thereafter, the Term of this Agreement shall be automatically renewed for additional twelve (12) month periods unless otherwise terminated by either party, in accordance with the Agreement.

Equipment (Place)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Equipment</th>
<th>Monthly Unit Base Price</th>
<th>Monthly Total Base Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Existing ARC Owned OCE Plotwave 360 (Sn: 330808342)</td>
<td>$275.00</td>
<td>$275.00</td>
</tr>
</tbody>
</table>

On-Site Service Rates

<table>
<thead>
<tr>
<th>Service</th>
<th>Unit of Measurement</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large Format Plotting</td>
<td>SqFt</td>
<td>$0.1400</td>
</tr>
</tbody>
</table>

NOTE: Large Format Media Rates Include Ink/Toner, Service & up to 20# Bond Rolls (“Standard Consumables”); Installation, & Training charges are included unless otherwise specified. One free delivery of media and supplies per month. Subsequent orders of included supplies will incur a delivery charge.

One-Time Charges

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Service</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One time Equipment Delivery/Removal Charge...Pricing TBD</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Client Location Where Equipment Will Reside

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>220 Swanson Lane</td>
<td>Gilroy</td>
<td>CA</td>
<td>95020</td>
<td>United States</td>
</tr>
</tbody>
</table>
Terms and Conditions

1. **On-Site Services.** On-Site Services shall include the following:
   
   **A. Equipment.**
   i. ARC will manage the assigned print equipment, listed above (“Equipment”), operating at designated Client Locations.
   ii. ARC will be responsible for parts and labor associated with the installation, management and operation of such Equipment.
   iii. Per the terms of Section 7.C below, ARC will, in conjunction with Client, mutually agree as to which equipment of Client will transition to this Agreement and the timing thereof, as well as the Client equipment to be discarded.
   iv. Client, at its own expense, shall obtain and maintain in full force and effect, without interruption during the Term of the Agreement, insurance for the Equipment for its full replacement value against all types of loss, damage, theft or casualty, including theft, fire, flood and earthquake coverage, and Client shall be responsible for any repair or replacement of the Equipment during the Term made necessary by Client’s act or omission, or by any misuse or abuse of the Equipment.
   v. Relocation of Equipment within an existing Client Location shall be as mutually agreed. 1.A.ii above notwithstanding, Client agrees to cover costs associated with Equipment relocation within a Client Location or due to relocation of Client offices and that such Equipment relocation will be managed by ARC. Relocation and software re-installation shall be assessed at an hourly rate not to exceed $195.00 per hour.

   **B. Supplies and Software.**
   i. ARC will provide the Standard Consumables reflected above for the Equipment.
   ii. ARC will provide data collection agent (DCA) software for the purposes of monitoring equipment status and consumables.
   iii. If applicable, and at the Rates listed above, ARC will provide software for document print tracking by Client project number for reimbursement and cost-tracking purposes.

2. **Hours of Availability.** On-Site Service support will be available from 8:00 am to 5:00 pm Monday through Friday, based upon the local time of each Client Location and excluding any national holidays observed by ARC. Any requests for On-Site Services not included in the foregoing may be subject to Client overtime charges at the Rates listed above.

3. **Rates & Taxes.** ARC agrees to guarantee Rates shown above for the first year of this Agreement. Thereafter, ARC reserves the right to adjust Rates. All prices and charges are exclusive of all taxes, which will be billed to and paid for by Client.

4. **Billing.** Billing will be provided by ARC once per month based on meter. Any meter/tracking data difference will be charged/credited to Client’s overhead account. If required, third-party invoices will be provided to Client at reimbursable rates. Special billing reports and requirements beyond ARC’s standard billing statement, project invoices and data backup are available upon request for an additional fee.

5. **Payment.** Payment will be due within thirty (30) calendar days of the date of each invoice at the address listed on the invoice. Any outstanding payments which become past due will be subject to a monthly finance charge of two percent (2.0%) of the outstanding account balance. All returned checks will be assessed a fee of $50.00 per item.

6. **Termination.** This Agreement may be terminated (“Terminated”) prior to the expiration of the then-current Term as follows:
   
   **A. Termination for Performance or Material Breach.** This Agreement may be terminated if one party breaches its obligations under this Agreement (the “Breaching Party”), and such breach is not cured, or capable of being cured, by the Breaching Party within forty-five (45) days of the written notice of breach;

   **B. Termination for Convenience.** Customer may also terminate this Agreement for convenience. In the event of such termination, Customer shall provide ARC a ninety (90) day written advance notice and shall act in good faith to negotiate a settlement with ARC to provide relief for the investment made in Customer’s business. Such settlement shall include ARC’s investment made in the Customer’s business which shall consist of the pro-rated value of the machines installed, software, and any other startup costs that have been depreciated over the life of the agreement.

   **C. Bankruptcy/Insolvency.** Either party may terminate this Agreement, if the other party becomes insolvent or admits its inability to pay its debts as they become due; becomes subject, voluntarily or involuntarily, to any bankruptcy proceeding, which is not discharged within thirty (30) days; or has a receiver, trustee or custodian appointed by order of any court of competent jurisdiction to take charge of any material portion of its property or business.

   **D. Failure to Pay.** Section 6.A above notwithstanding, ARC shall have the right to terminate this Agreement if Client fails to make timely payment of any amount due hereunder, and default continues for a period of ten (10) days after written notice of such default to Client. Upon Termination, ARC will take immediate possession of the Equipment, Software and Standard Consumables.

7. **Equipment Ownership, Existing Suppliers and Lease Assignment.**
   
   **A. Equipment Ownership.** During the term of this Agreement, the Equipment, Software and Standard Consumables shall remain the sole property of ARC. Client agrees not to assert any lien, claim or interest in any of the foregoing, ARC, at its sole discretion working in good faith with the Client, will ensure printing needs are appropriate per office and will add or remove equipment based upon the Client’s changing printing needs. Such removal, upgrade or replacement will not result in a reduction of the Services.

   **B. Existing Suppliers.** If Applicable, Client agrees to transition its existing suppliers of Services within a thirty-day (30) day period from the Effective Date, without breaching any agreements between such existing suppliers and Client.

   **C. Lease Assignment.** If applicable, Client will make best efforts to assign, cancel or otherwise transfer to ARC (a) existing Client-owned equipment, and (b) equipment leased or rented from non-ARC service providers, except where prohibited by law or by agreement; provided, however, that the terms of any such agreement(s) are satisfactory to ARC, in its sole discretion. At the onset of this Agreement, Client authorizes ARC to negotiate on behalf of Client and set the terms for the transition of ownership, and/or the assignment of financial responsibility to the existing print-related equipment operated by Client.
8. **Representations and Warranties.** ARC represents and warrants that the Services will be provided in a workmanlike and professional manner, and in a manner consistent with the terms of this Agreement. The express warranty set forth in this Section is a limited warranty and is the only warranty made by ARC. No advice or information, whether oral or written, provided by ARC or any ARC-authorized representative shall create any additional warranties beyond this limited express warranty stated in this Section.

9. **Confidentiality.**
   A. Both parties acknowledge that in the course of performance hereunder, they may have access to confidential or proprietary information of the other party (“Confidential Information”). Both parties agree to use the Confidential Information only as necessary to fulfill their respective obligations under this Agreement and agree to hold such Confidential Information in confidence. Each party agrees that it will treat all Confidential Information with at least the same degree of care as it accords to its own Confidential Information.
   B. Client agrees that all Confidential Information used, or created, by ARC to provide the Services shall be and remain the property of ARC, including without limitation proprietary software, accounting and tracking systems, pricing, forms, reports, and other like material used to provide the Services.

10. **Relationship of the Parties.** Client and ARC are and at all times shall be and remain independent contractors as to each other. At no time shall either party be deemed to be the agent or employee of the other party, and no joint venture, partnership, agency or other similar relationship shall be created or implied by virtue of this Agreement. Subject to Sections 11 and 12, each party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services.

11. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12. **Subcontractors and Assignment.** ARC may subcontract the provision of the Services, or any part thereof, including technical support, to subcontractors selected by ARC. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without ARC’s prior written consent, which shall not be unreasonably withheld. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Client (regardless of whether Client is a surviving or disappearing entity) will be deemed to be a transfer of rights or obligations under this Agreement for which ARC’s prior written consent is required. No delegation or other transfer will relieve Client of any of its obligations under this Agreement. Any purported assignment, delegation or transfer in violation of this provision is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

13. **Force Majeure.** Neither party is responsible for failure to fulfill any non-monetary obligations due to events or causes beyond its control.

14. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California. Any legal claim, suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder or the breach thereof, whether sounding in contract, tort or otherwise, shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City and County of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.

15. **Attorneys’ Fees and Costs; Waiver of Jury.** The prevailing party in any action to enforce or interpret this Agreement will be entitled to recover its attorneys’ fees and costs in connection with such action. To the maximum extent permissible, the parties hereby waive their rights to a trial by jury and acknowledge that such waiver is part of the consideration supporting this Agreement, without which, the parties would not have entered into this Agreement.

16. **Notices.** Notices to be given or submitted by either party to other pursuant to this Agreement shall be in writing and directed to the address in the preamble to this Agreement or otherwise provided to the other party in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), or (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid.

17. **No Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. **Complete Agreement.** This Agreement, including all exhibits and addenda hereto, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, proposals or representations and warranties, written or oral, concerning its subject matter.

19. **Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

20. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be illegal, unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable, but shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. **Construction.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

22. **Authority.** The individuals executing this Agreement on behalf of each party individually represent and warrant that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

23. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall form one legal instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original copy of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates specified below:

"ARC"
ARC Document Solutions, LLC

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

"CLIENT"
Gilroy Unified School District

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

ARC Representative Reviewed (initials): ________________
Proposal for Gilroy Unified School District

August 31, 2023

It is our pleasure to provide this proposal summarizing our Secure Bids product and services. COLBI would be pleased to provide Gilroy Unified School District with this secure online place to receive bids and more! This proposal is valid for 90-days.

<table>
<thead>
<tr>
<th>Secure Bids&lt;sup&gt;SM&lt;/sup&gt;</th>
<th>First Year</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;i&gt;Online bids/submissions w/a vendor directory&lt;/i&gt;</td>
<td>50% Promotion</td>
<td>(after 1&lt;sup&gt;st&lt;/sup&gt; year)</td>
</tr>
<tr>
<td>Initial Setup/Implementation</td>
<td>$1,250</td>
<td>$0</td>
</tr>
<tr>
<td>Annual Service Fee</td>
<td>$1,750</td>
<td>$3,500</td>
</tr>
<tr>
<td>TOTAL - SB</td>
<td>$3,000</td>
<td>$3,500</td>
</tr>
</tbody>
</table>

Reimbursables: At COLBI, we respect the need to properly budget in advance for expenses. Our services can be fully provided remotely. However, should you want on-site support or training, reimbursement for reasonable food, travel and lodging costs will apply. A not-to-exceed proposal will be provided for pre-approval once a mutually agreed scope of on-site service is finalized.

**Secure Bids** provides a secure place for online bids & other submissions and allows vendors to register with you, so you have a directory of service providers to search and communicate with.

**SB Initial Implementation**

Secure Bids will be customized for you and made available via the web by COLBI. Initial implementation includes identification of users and security roles, database set up, and a customized dedicated online landing page. Initial training of your staff is included.

COLBI will provide optional sample language and useable links for your agency website, submitted documents and advertisements instructing contractors how to access the system.

**SB Annual Service Fee**

Software Services: There is no restriction on the number of client-authorized users, nor the number of vendors and contractors allowed to use the service at no additional cost.

Support Services: COLBI will provide live phone support for client and vendor users during normal business hours, provide online virtual support, and issue best practice advisories and alerts. Typically, support can be provided remotely. Should in-person support be requested, reimbursement for reasonable travel and lodging costs incurred will apply and will be estimated and approved in advance.
Web Services: COLBI will provide the software via the web to any computer meeting the required specifications when security login requirements are met. COLBI will provide remote Secure Bids software updates.

COLBI will provide access to Secure Bids software, host secure encrypted upload and storage of bid documents and submissions, provide data backup and recovery, and archive Opportunities automatically. COLBI will monitor, manage, and remediate the servers and network infrastructure that support Secure Bids software services.

All services are subject to COLBI’s Standard Software Services Terms and Conditions attached.

We appreciate this opportunity to be of service to you.

Jon Patterson

Jon Patterson, Director of Sales and Marketing
Greg Kapaku has requested the following upgrades to the GHS campus:

1. **Update pressbox.** The current press box is the original construction (1978) and is in need of repair/replacement. Newer pressboxes of this type are usually modified storage containers, with widows and utilities cut into them. The scoreboard is being evaluated by IT and may need to be replaced.

2. **HVAC installation in the gyms.** Both gyms at GHS are extremely uncomfortable most of the year. Summer and fall seasons produce excessive heat inside the building without proper ventilation. The winter season does not produce enough heat to keep the building warm. Greg is asking that this be looked at and addressed.

3. **Quad basketball courts.** Greg would like to install 2 basketball courts in the quad for lunchtime play. It would require very little modifications and they would not be asking for any flatwork modifications. The project would include the permanent installation of two posts and backboards, the removal of a tree and bench. It would require the installation of two additional trees to be located in a better location on site.

4. **Stadium Light Replacement.** This is actually NOT a request by Greg, but an observation from the Facilities Department. The stadium light standards and existing lights are extremely outdated and are very expensive to maintain. It is recommended that the lights be replaced as soon as possible.

Funding sources were not discussed during this meeting.
Free Trees from Google

Google is offering free trees to special entities around the area. The District was approached with an offer of free trees from the Google Tree Farm here in Gilroy. If interested, the District would need to be willing to be approached by the Google media team to utilize this gift for their PR purposes.

The District can take advantage of this opportunity at many sites. Specifically, there are tree needs at Glen View State Preschool, Luigi Aprea, El Roble, Christopher High School, and most likely all other sites.

However, nothing free is free. The cost on installing these trees and irrigation systems to feed them would be required to be paid for by the District. I would ask that a budget of $100,000 be approved to furnish installation and irrigation needs on these trees.

I have a relationship with the Superintendent of the Google Tree Farm and will employ his assistance in designing the best places around the District that we can take advantage of these trees.
ATTENTION: Matt Woolman

Reference: Gilroy Unified School District – DO Natural Gas 250A Generator Install

I Extend Our Appreciation On Behalf Of Silver Creek Electric For The Opportunity To Provide The Following ROM For Your Electrical Construction Needs.

Price: $324,000.00

Our Scope Of Work Includes The Following:

- Project Consists Of Installing A New Natural Gas Powered Generator To Back Up The Data Center UPS As Optional Standby.
- Furnish And Install A New 120/208 Volt, 3 Phase, 250 Amp Generator With Weather Enclosure, To Be Installed At Old Yard Area At Corner Of Building.
- Furnish New Engineered Cement Pad For Generator.
- Furnish And Install A New Automatic Transfer Switch, Outdoor.
- Furnish And Install A New 120/208 V, 3 Phase, 225 Amp, Indoor Emergency Panel In Main Electrical Room.
- Remove Existing 120/208 Volt, 175 Amp Electrical Circuit Feeding The Data Center UPS, And Extend Wiring To Refeed It From Our New 225 Amp Emergency Panel.
- Saw Cut, Trench And Patch Back From Generator To Building Wall For Conduits. All Conduits To Go Down The Side Of The Building Wall Over Rollup Doors And Enter Into Building.
- Furnish And Install Power Conduits And Copper Wire From Generator To New Automatic Transfer Switch.
- Furnish And Install Power Conduits And Copper Wire From Electrical Room Low Voltage Panel For Generator Usage Circuits.
- Furnish And Install Conduits And Low Voltage Wiring From Generator To Main Electrical Room For Generator Annunciators.
- Furnish And Install Power Conduits And Copper Wire From New Automatic Transfer Switch To New Emergency Panel.
- Grounding And Bonding At Generator.
- Provide And Install New Natural Gas Line FromExisting Gas Meter To New Generator.
- Natural Gas Line To Run On Building Wall Over Doors With Electrical Conduits.
- Natural Gas Line To Meet All Building Codes, Provide And Install All Needed. Valves/Regulators.
- Generator Will Be Load Banked With Test Reports, And Come With A One Year Warranty.
• No CMU Enclosure.
• No CMU Cover.
• Fencing Around The Generator.
• Project Permitting Fees And Inspections TBD Or By Others.
• BAAQMD Permits Included.
• Architectural Designed Plans.
• Mechanical Designed Plans.
• Civil Designed Plans.
• Electrical Designed Plans.
• Customer/Client To Provide As-Built Drawings.
• Only What Is Described Above Is Part Of This Quote.
• If The City Or Any Official Requires Any Additional Work Or Upgrades As Part Of This Install, That Shall Be Treated As Extra Work And Not Included.
• Delays Due To A Pandemic Shall Not Count Against Our Install/Project Time.

Exclusions and Clarifications:

• Any Alterations To The Existing Systems To Accommodate Any Additional Loads/Flows; To Accommodate The New/Existing Work Of All Trades Or To Correct Deficiencies Or Code Violations.
• Project And Proposal Dependent On Electrical Loads, And Electrical Study.
• No Programming, Startup, Or Work On The Data Center UPS.
• Tree Removal Or Planting Of New Trees Not Included.
• No Roof Structure Over Generator.
• Associated PGE Design Fees, PGE Permit/Inspection Fees Not Included.
• No Fire Alarm Work Or Building Management Systems Work.
• Re-Supporting Of Existing Electrical.
• Special Services Such As Witness Tests, Programming, Software Installations, Electrical Short Circuit Coordination, And Arc Flash Studies Are Not Included.

Thank You For Your Interest In Using Silver Creek Electric. If We Can Be Of Any Further Assistance I Can Be Reached At (408) 202–0487. We Will Look Forward To Hearing From You.

Sincerely,

Juan DeHaro

(408) 202-0487 - Cell
(408) 321-9094 - Main
(408) 321-9329 - Fax
jdeharo@silvercreekelectric.com
The Governing Board authorizes the use of consultants to provide expert professional advice or specialized technical or training service, which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor. A person, firm, or organization shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2750.3)

1. The person or entity is free from the control and direction of the district in connection with the performance of the work.
2. The person or entity is performing work that is outside the usual course of the district providing educational services.
3. The person or entity is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed. Specific statutory exceptions to this analysis for the determination of whether a person, form, or organization is an independent contractor may apply (Labor Code 2750.3).

All consultant contracts shall be brought to the Board for approval.

All consultant contracts in excess of $30,000 shall be brought to the Governing Board for approval. All other consultant contracts will be reviewed and ratified by the Board in accordance with Education Code 17605.

All qualified firms or resource persons shall be accorded equal opportunity for contracts regardless of actual or perceived race, color, gender, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics (Education Code 220; Government Code 12940).

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties.
to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district’s conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for this district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures (Government Code 12940).
<table>
<thead>
<tr>
<th>Site or Department</th>
<th>Term</th>
<th>Vendor Name</th>
<th>Cost</th>
<th>Funding</th>
<th>Purpose</th>
<th>Strategic Plan Goal</th>
<th>LCAP Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ed Services</td>
<td>7/1/2023 - 6/30/2024</td>
<td>Follett School Solutions</td>
<td>$23,715.50</td>
<td>Instructional</td>
<td>Renewal of Follett's Destiny Library Program, used to keep real time track of a library’s inventory and media assets</td>
<td>Opportunity &amp; Achievement for Every Student</td>
<td>College &amp; Career Readiness</td>
</tr>
<tr>
<td>Facilities Construction and Planning</td>
<td>7/20/2023 - 8/31/2024</td>
<td>S J General Building</td>
<td>$3,500.00</td>
<td>Deferred</td>
<td>Power Washing Services at Clarendon Campus</td>
<td>Whole Child: Healthy, Safe, Challenged &amp; Supported</td>
<td>Culture &amp; …</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maintenance</td>
<td></td>
<td>Maintenance</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Human Resources</td>
<td>8/1/2023 - 10/31/2023</td>
<td>Voler</td>
<td>$24,000.00</td>
<td>General Fund</td>
<td>Strategic communications services</td>
<td>Whole Child: Healthy, Safe, Challenged &amp; Supported</td>
<td>Culture &amp; Climate</td>
</tr>
<tr>
<td>River City</td>
<td>7/26/2023 - 6/30/2024</td>
<td>Kevin Bracy of Lifechangers</td>
<td>$500.00</td>
<td>Site Funds</td>
<td>Speaker for Freshman Orientation</td>
<td>Whole Child: Healthy, Safe, Challenged &amp; Supported</td>
<td>Culture &amp; Climate</td>
</tr>
<tr>
<td>Special Services</td>
<td>7/28/2023 - 6/30/2024</td>
<td>Capital Kids Occupational</td>
<td>$0.00</td>
<td>Special Services</td>
<td>Parent requested Independent Educational Evaluation (OT) for student</td>
<td>Opportunity &amp; Achievement for Every Student</td>
<td>Students with Disabilities’ Success</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Therapy</td>
<td></td>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Special Services</td>
<td>7/28/2023 - 6/30/2024</td>
<td>Demme Learning</td>
<td>$3,325.00</td>
<td>General Fund-Special Services</td>
<td>Math-U-See curriculum from Demme Learning training for Special Services staff</td>
<td>Opportunity &amp; Achievement for Every Student</td>
<td>Students with Disabilities’ Success</td>
</tr>
<tr>
<td>Technology</td>
<td>8/5/2023 - 8/4/2024</td>
<td>SSP Data</td>
<td>$11,556.00</td>
<td>Technology</td>
<td>Barracuda Load Balancer, Barracuda Message Archiver renewal</td>
<td>Opportunity &amp; Achievement for Every Student</td>
<td>College &amp; Career Readiness</td>
</tr>
<tr>
<td>Technology</td>
<td>8/16/2023 - 8/15/2024</td>
<td>CPSI</td>
<td>$10,500.00</td>
<td>General Fund-Technology</td>
<td>Aeries SIF Agent, V CASEL</td>
<td>Opportunity &amp; Achievement for Every Student</td>
<td>College &amp; Career Readiness</td>
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<tr>
<td>Technology</td>
<td>7/1/2023 - 6/30/2024</td>
<td>Zyttech</td>
<td>$15,000.00</td>
<td>General Fund-Technology</td>
<td>Repair of Hewlett-Packard (HP) student, teacher, and staff devices</td>
<td>Opportunity &amp; Achievement for Every Student</td>
<td>College &amp; …</td>
</tr>
<tr>
<td>Site or Department</td>
<td>Term</td>
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</tr>
<tr>
<td>Technology</td>
<td>7/1/2023 - 6/30/2024</td>
<td>NMC</td>
<td>$21,834.00</td>
<td>General Fund - Technology</td>
<td>Milestone - Software Licenses and Support for Security Camera Software</td>
<td>Whole Child: Healthy, Safe, Challenged &amp; Supported</td>
<td>Culture &amp; Climate</td>
</tr>
<tr>
<td>Westfield</td>
<td>7/27/2023 - 6/30/2024</td>
<td>Kagan Publishing &amp; Professional Development</td>
<td>$6,228.00</td>
<td>Site Funds</td>
<td>Professional Learning for Westfield Staff</td>
<td>Whole Child: Healthy, Safe, Challenged &amp; Supported</td>
<td>College &amp; Career Readiness</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$120,158.50</strong></td>
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</tr>
</tbody>
</table>
Identity and Access Management – (IAM)

- Multifactor Authentication – IT Staff
  - DUO
  - Authenticator
  - SMS
- Keeper Security – IT Staff
  - Password management
  - Password sharing
  - Password rotation
  - Key security
- Reduced the footprint of service accounts
Identity and Access Management – Con’t

- Google IdP - SAML authentication (Single Sign-On)
  - 58 applications
- Clever IdP - Single Sign-On
  - 11 applications
- Enforce granular sharing rules
  - 63 applications
Perimeter Network Architecture

- Assumes that all users inside the network can be trusted while all users outside the network are untrustworthy.

<table>
<thead>
<tr>
<th>Host</th>
<th>Access</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>VLAN 1</td>
</tr>
<tr>
<td></td>
<td>VLAN 2</td>
</tr>
<tr>
<td></td>
<td>VLAN 3</td>
</tr>
<tr>
<td></td>
<td>VLAN 4</td>
</tr>
<tr>
<td></td>
<td>Not trusted</td>
</tr>
</tbody>
</table>
Zero Trust security is an IT security model that requires strict identity verification for every person and device trying to access resources.
Moving to Zero Trust Architecture

**Improve and Implement Best Practices**

- Password policy
  - Staff
  - Middle and High School Students
- Google Drive sharing rules and policy
  - i.e. SSN,
- Password management and sharing
- High risk accounts, i.e. accounting, HR
- Multifactor authentication
  - Google
    - All staff
  - Windows
    - High risk accounts, i.e. accounting, HR
Moving to Zero Trust Architecture
Con't

Implemented
- Web Filter
- Anti-virus protection
- Network Access Control

In progress
- Firewall Software Upgrade
  - September 9, 2023
  - September 16, 2023
  - September 23, 2023
- Email Filter – proof of concept

Planning
- Cloud Assessment
- Core network update/refresh
  - Firewall hardware
  - Cloud assessment
  - Storage
  - Cloud calling
- Scheduled regular software and firmware updates
- Backup
  - Redundancy
  - Business Continuity
- Certificate Authority (CA) Server
- Awareness training (AUP)
- Endpoint protection