UPDATED: 5 p.m. 3/27/24

FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District
7810 Arroyo Circle, Gilroy and via Zoom teleconference
9 a.m Friday, March 29, 2024

SECTION 1: APPROVAL OF MINUTES & TIME CERTAINS

ITEM #	ITEM	PAGE
1a	Approval of minutes: Feb. 2, 2024	1
1b	Time certain, 9 a.m.: Middle School Principals Wellness Center Presentation	N/A
1c	Time certain, 11 a.m.: Artik Architects will present the GPS Modernization Plan (Prop 51)	4

SECTION 2: FACILITIES (PAUL NADEAU)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE
2a	ADA handrail and drinking grab rails	Rucker ES	Architectural Systems Inc.	$17,881	ELOP	5
2b	Installation of the restroom at Transportation	MOTS yard	AMS Inc.	$328,020	Measure E	7
2c	Legal services agreement with DWK	N/A	DWK LLC	N/A	N/A	14
2d	Ancillary work for shade structure	Mt. Madonna HS	101 Builders	$198,000	ELOP	18
2e	Ancillary work for shade structure	Las Animas ES	Oveisi Const.	$178,500	ELOP	19
2f	Bleachers and jump pits for track **INFORMATION ITEM**	South Valley MS	N/A	N/A	N/A	N/A
2g	Architectural design for DO modifications	District Office	Aedis Architects	$174,106	Measure E	20
2h	DO warehouse and office modification	District Office	N/A	~$6M	Measure E	23
2I.	Contract Amendment with Flint	South Valley MS	Flint	$78,880	Measure E	25

SECTION 3: MAINTENANCE (MATT WOOLMAN)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE
3a	CalShape Phase 1 discussion	Multiple sites	ABS	$985,140	CalShape Grant Phase 1	26
3b	Paging system replacement	Glen View ES	EKC	$85,515.97	Measure E	46

SECTION 4: ALVARO MEZA'S ITEMS

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE
4a	Securing playing fields **DISCUSSION ITEM**	El Roble ES & Rod Kelley ES	N/A	N/A	N/A	51
4b	Proposal from Bay Area Community Health – MOU with a 5-year term	Glen View ES	Utilities, Custodial, routine maintenance? Should **not** be on GUSD.			54
4c	Status check of cameras, PAs, intercoms, fire alarms, burglar alarms, etc **INFORMATION ONLY**	All sites	Information only: **Status checker**			N/A
4d	Accessible perimeters (windows, library, MPR, etc). **INFORMATION ONLY**	Eliot, Glen View, Las Animas, Luigi Aprea, Rod Kelley, CHS, GECA	N/A			62
4e	Summer school proposal from Gilroy Prep	South Valley MS	N/A			**93 *** ***Updated 3/27***

SECTION 5: FACILITY MODIFICATION REQUESTS (MARISSA VAN PATTEN)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE
5a	New marquee	El Roble ES	TBD	$10-12K est.	HSC/GUSD	75
5b	New messaging center	El Roble ES	TBD	$1-2K est.	HSC	78
5c	New storage shed for HSC	El Roble ES	TBD	$2,200	HSC	82
5d	New storage shed for PE equipment	El Roble ES	TBD	$2,200	HSC	85

5e	New Garden Gazebo and floor	Rucker	TBD	TBD	Grant/Parent Club/GUSD	89

SECTION 6: OTHER PROJECTS/FACILITY ISSUES AT SITES

ELIOT ES	BROWNELL MS	CHRISTOPHER HS
EL ROBLE ES	SOLORSANO MS	GECA
GLEN VIEW ES	SOUTH VALLEY MS	GILROY HS
LAS ANIMAS ES		MT. MADONNA HS
LUIGI APREA ES	DISTRICT OFFICE	
ROD KELLEY ES	FACILITIES / MAINTENANCE YARD	
RUCKER		

NEXT MEETING: Friday, May 10, 2024

FACILITIES SUBCOMMITTEE MINUTES

Gilroy Unified School District
9 a.m Friday, Feb. 2, 2024

PRESENT

Maribel Guizar
Alvaro Meza
Anisha Munshi
Paul Nadeau
Anna O'Connor
James Pace
Linda Piceno
Aurelio Rodriguez
Marissa Van Patten
Matt Woolman

CALLED TO ORDER: 9:25 a.m.

SECTION 1: APPROVAL OF MINUTES & TIME CERTAINS

ITEM #	ITEM
1a	Approval of minutes: Jan. 12, 2024

MINUTES

- Linda moved to approve. James seconded.
- All moved to approve.

SECTION 2: FACILITIES (PAUL NADEAU)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE
2a	Facilities Master Plan Process	N/A	N/A	N/A	N/A

MINUTES

- The master plan was last updated in 2016.
- The plan is a detailed property list to help set value for insurance coverage, for repairs like HVAC or flooring. It also helps the district set priorities for upgrades and repairs.
- Staff would like to see an updated master plan to include better demographic data. A master plan would be a process that would last a year to a year and a half.
- The project would go out to bid because it could cost as much as $100K or more.
- Next steps: Matt and Paul will compile a list of projects by grade level and site-by-site, ordered by priority.

2b	Balance of SVMS funds	South Valley MS	N/A	N/A	N/A

MINUTES

- $1.3M is left in this project budget after the last few items are paid. If it is not needed for this project, it will go back to the general bond fund to be used for other projects.
- The site is wired and has infrastructure for solar.
- Next steps: Paul will research costs for installing solar system at this site.

2c	Resolution to change OPSC representation from Dr. Flores to Dr. Munshi	N/A	N/A	N/A	N/A

MINUTES

- This to officially update Dr. Munshi as the district representative.
- Next steps: This will go to the board for approval.

SECTION 3: MAINTENANCE (MATT WOOLMAN)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE
3a	5-year roofing plan update Request budget for summer 2024 **INFORMATION ONLY**	District-wide	Tremco	TBD	TBD

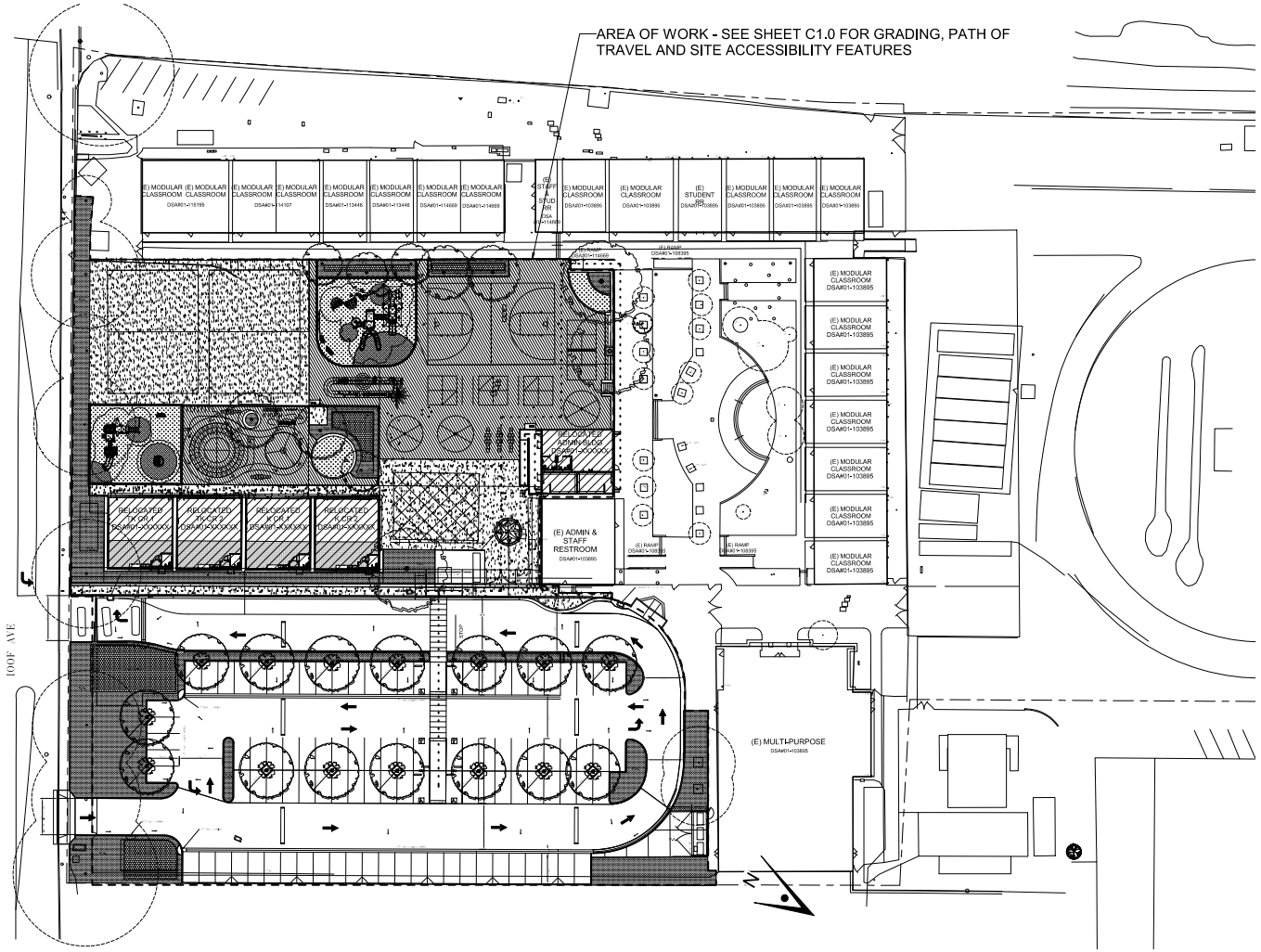
MINUTES

- District-wide roofing projects were organized by priority.
  - Immediate replace or restore: $1.6M. Includes Eliot ES,
  - GPS gym and ADB/South County Annex.
- Next steps: Staff will put together bid packages for the projects that need immediate attention.

SECTION 4: FACILITY MODIFICATION REQUESTS (MARISSA VAN PATTEN)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE
4a	Request for additional trees	Las Animas ES	TBD	TBD	TBD
MINUTES • The site is asking for additional trees throughout the campus, including on the playing field. • Next steps: The committee does not approve this request.					
4b	Mural renderings for approval	Luigi Aprea ES	TBD	$10,500	Goal 3 & LAPC
MINUTES • These are renderings for two mural proposals at this site. • Next steps: The committee approves the Bulldog Way proposal. The committee does not approve the Character Counts proposal.					
4c	Mural rendering for approval	El Roble ES	Shile Cifuentes	$9,257	Goal 3
MINUTES • This rendering is for 4th-5th grade mural project, based on monuments. • The committee would like the American flag to be in correct colors. • Next steps: The committee approves this proposal with the American flag in correct colors. Marissa will confirm with Camille if the labels on the rendering will be on the mural or not.					

NEXT MEETING: Friday, March 29, 2024



PARKING LOT (STAFF & VISITOR)

TOTAL SPACES	101
STD ACC SPACES	5
VAN ACC SPACES	1

NOTE: NO STUDENT PARKING IS PROVIDED ON CAMPUS, NO SCHOOL BUS SERVICE IS PROVIDED.

AREA SUMMARY

TK/K CLASSROOM CLUSTER		ADMIN CLUSTER		(E) CLASSROOM CLUSTER	
OCC TYPE	E	OCC TYPE	B/E	OCC TYPE	E
CONSTRUCTION TYPE	VN	CONSTRUCTION TYPE	VN	CONSTRUCTION TYPE	VN
SPRINKLERED	NO	SPRINKLERED	NO	SPRINKLERED	YES
EXISTING BUILDINGS	0 SF	EXISTING BUILDINGS	1,440 SF	EXISTING BUILDINGS	21,120 SF
NEW BUILDINGS	5,760 SF	NEW BUILDINGS	1,440 SF	NEW BUILDINGS	0 SF
TOTAL BLDG SF	5,760 SF	TOTAL BLDG SF	2,880 SF	TOTAL BLDG SF	21,120 SF
ALLOW AREA	9,600 SF OK	ALLOW AREA	9,600 SF OK	ALLOW AREA	74,000 SF OK

1 SITE PLAN — 1" = 30'-0"

KEYNOTES

PATH OF TRAVEL NOTE

ACCESSIBLE PATH OF TRAVEL (P.O.T.) AS INDICATED ON PLAN IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" IF BEVELED AT 1:2 MAX SLOPE, OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAX AND AT LEAST 48" IN WIDTH. SURFACE IS STABLE, FIRM, AND SLIP RESISTENT. CROSS SLOPE DOES NOT EXCEED 1:48 AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 1:20, UNLESS OTHERWISE INDICATED. ACCESSIBLE ROUTE OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 80". ARCHITECT SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE ROUTE OF TRAVEL.

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE P.O.T. IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE P.O.T. WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WERE DETERMINED TO BE NON-COMPLIANT (A) HAVE BEEN IDENTIFIED, AND (B) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NON-COMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF P.O.T. ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-CONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

ARTK
ARTK ARCHITECTURE
3844-A Winchester Rd
San Jose, CA 95117
Phone: 408.224.8880
Fax: 408.224.8881
www.ArtkArch.com

CONSULTANT'S STAMP

Project Title

GILROY PREP SCHOOL PORTABLE RELOCATION AND SITE WORK

277 IOOF AVENUE, GILROY, CA 95020

NAVIGATOR SCHOOLS

No.	Description	Date

Drawing Title

SITE PLAN CODE

Architect Seal

MARTIN HOCHROTH C-22312 Rev. 3-31-2023 REGISTERED ARCHITECT STATE OF CALIFORNIA

File No.	Drawing No.
43-17	A0.02
Application No. 01-121614	
Date 3/5/24	
Project Number 181043	

Architectural Systems
P.O. Box 1092
San Martin, CA 95046 US
408-605-4564
chrisj@as-inc.com
www.as-inc.com

Estimate

ADDRESS
Gilroy School District

ESTIMATE # 5734.1
DATE 02/15/2024

ACTIVITY	QTY	RATE	AMOUNT
Rucker Shade Structure Rails Rucker Elementary School Gilroy Unified School District Attn: Marissa Van Patten This Estimate is based of Drawings by Aedis, Sheets T1-A1.03, dated 3.21.23			
Outside Hand Rails Installation of (18) L.F. of 36" High x 1-1/2" Dia. Galvanized Guard Rail, 3 Rail Includes 1-1/2" Dia. Structural Galv Posts Includes 1-1/2" Dia. Structural Galv Top, Mid, Bottom Rail Includes 90 Degree Elbows Includes 8" x 12" Cored Concrete Footings Concrete Footings poured flush with Existing Concrete Sidewalk ALL Painting by Others	1	9,247.00	9,247.00
DF Rails and Grab Rails Installation of (2) EA. of 36" High x 1'-6" x 1-1/2" Dia. Galvanized Guard Rail, 2 Rail Includes 1-1/2" Dia. Structural Galv Posts Includes 1-1/2" Dia. Structural Galv Top, and Bottom Rail Includes 90 Degree Elbows Includes 4" Baseplates w/ 3/8" Dia. Hilti Anchors Installation of (1) EA. 1-1/2" Dia. x 36" Long Grab Rail Includes 1-1/2" Dia. Structural Galv Rail Includes 90 Degree Elbows Includes 4" Baseplates w/ 3/8" Dia. Hilti Anchors Installation of (1) EA. 1-1/2" Dia. x 48" Long Grab Rail Includes 1-1/2" Dia. Structural Galv Rail	1	8,634.00	8,634.00

ACTIVITY	QTY	RATE	AMOUNT

Includes 90 Degree Elbows
Includes 4" Baseplates w/ 3/8" Dia. Hilti Anchors

ALL Backing by Others
ALL Painting by Others

Clarifications:
Permits by Others
Engineering by Others
Underground Utility Locator Company by Others
Repair of Unknown Underground Utilities by Others
Normal Working Hours/Days
M-F, 7am-4pm
No Overtime Included
Includes Prevailing Wage

Any Billing Questions Please Call:
Cynthia Fausto
408.837.7689

TOTAL **$17,881.00**

Accepted By

Accepted Date

February 12, 2024

Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

ATTN: Paul Nadeau, Director of Facilities, Planning & Management

RE: Proposal for (1) 12x40 Women's/Unisex/Custodial Room/Men's Restroom Building at Gilroy USD Office

American Modular Systems (AMS) is pleased to provide our proposal for (1) 12x40 Women's/Unisex/Custodial Room/Men's Restroom Building for Gilroy USD (District), District office site. Our pricing is based on AMS 12x40 restroom PC structure as basis of design DSA. AMS floor plan attached hereto, the provision of the Santa Cruz City School District Facility Supply Services Contract, and the scope of work as outlines in Inclusions and Exclusions below. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base building: consist of steel rigid frame construction, Type V non-rated construction, 20 lb. roof load, 5" thick concrete floor over galvanized metal deck w/ 50+15 floor load 99 basic wind load, 2022 CBC, Ss = 1.563 (no soils report provided), non-WUI zone, Climate Zone 4, FOB – 7810 Arroyo Circle, Gilroy, CA 95020

(1) 12x40 Women's/Unisex/Custodial Room/Men's Restroom Building – 480 sf	**$ 309,640**
Design & Engineering	**$ 3,800.00**
PROJECT TOTAL	**$ 313,440**

OPTION PRICING

Nominal 22'L x 2'D AMS Standard Metal Canopy	**$14,580**
__Yes ___No	

Terms:

Monthly progress payment net 20 days. Budgetary quote is good for 60 days. Design fees due at submittal.

Estimated Schedule:

Signed Proposal	April 19, 2024
PO and Approved Submittals	May 31, 2024
AMS Drawings to AOR for OTC	May 31, 2024
DSA Approval	July, 2024
Delivery/Set	August, 2024
Substantial Completion	September / October 2024

The Project Schedule is an estimation contingent upon building material availability as well as agency approval requirement(s) and is subject to change. The materials listed are based on the understood availability at the time this proposal was generated and may be substituted or altered by AMS in order to maintain the project schedule. Pricing assumes building will be delivered and completed in 2024.

Drawings to be submitted under 2019 CBC PC and upon DSA approval of the AMS 2022 CBC PC will be substituted. DSA will not approve the project drawings until the AMS 2022 CBC PC has been approved, and as a result, the subsequent project milestone dates are subject to change.

Attachments: **AMS 12x40 Unisex Students/Staff/Unisex Students Restroom Floor Plan dated 2/12/2024**

NOTES:

- **All pricing is based on plan submission in 2024 and substantial completion in 2024. Building delivery beyond 2024 may result in price escalation contingent upon construction material costs. To ensure a timely building delivery please coordinate a project milestone schedule with AMS within 15 days upon acceptance of this proposal;**
- **All ideas, concepts and/or files are to be considered instruments of services and intellectual property of AMS;**
- **Architect drawings/renderings are for conceptual reference only. Final design and layout by AMS;**
- **Below Grade Concrete foundation system *design and engineering only*, per PC design by AMS to include a rodent barrier (slurry), 16"-18" crawl space, cast-in-place vent/access wells with metal grates/frames and embeds. Final design subject to soils report. If installation by others, AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a $1,500 per hour back charge will occur if a delay due to grinding, leveling, etc.… is required at time of installation;**
    - **Subcontractor performing Concrete foundation installation must meet the following qualifications:**
        - **A minimum of 5 years continuous and current experience installing modular (pit set) foundations.**
        - **A minimum of 5 years continuous and current experience with Public Works projects specific to education.**
        - **A minimum of 5 years continuous and current experience working on Division of State Architect (DSA) approved and inspected projects.**
- **Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundations as designed by AMS. IF concrete foundations are by other than AMS, embeds may be purchased directly by contractor. If foundations by AMS, embeds are to be included. Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing and inspections and per AMS DSA approved drawings;**
- **Concrete Foundation Exclusions – site demolition, foundation pad excavation, vents grates/frames, embeds, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions;**
- **District must provide an ALL-WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis;**
- **AMS provides non-operable windows as standard for all projects unless otherwise coordinated. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior;**
- **Point of Connection Drawings (POC) as coordinated with the district and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution;**
- **All AMS products are to be considered relocatable at any future date after the initial installation;**
- **All site labor non-union prevailing wage;**
- **Modules being stored at factory over 90 days will require payment.**

Thank you for the opportunity to provide our proposal. Should you have any questions, please contact Magaly Gutierrez at (951) 640-3434 or via email at magaly.g@americanmodular.com. If accepted, please sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Accepted By:

Gilroy USD	**American Modular Systems, Inc.**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

INCLUSIONS:

12X40 WOMEN'S/UNISEX/CUSTODIAL ROOM/MEN'S RESTROOM

BUILDING ENVELOPE

- 2022 CBC
- Engineering & Design
- Standard Delivery/Setup
- Steel Moment Frame per AMS PC design
- 5" thick concrete floor over galvanized metal deck w/ 50+15 floor load
- 20ga Standing Seam Metal Roof, ¼:12 Dual Slope w/ R-19 Insulation
- 2x6 Wood Studs Exterior Walls w/R-19 Insulation
- Concrete Foundation *Design Only* – Based on PC 12" Footings and 18" Crawl Space

EXTERIOR

- AMS Standard - 3-part conventional stucco w/integral color (vertical surfaces)
- (4) 3070 Hollow Metal Exterior Doors 18ga w/16ga Hollow Metal Welded Frames
- AMS Standard Schlage Cylindrical Door Hardware and Accessories
- AMS Standard Dunn Edwards Paint w/3 Color Paint Scheme – Door, Body & Trim
- AMS Standard 5' and 2' Overhangs at each end
- AMS Standard Gutters & 2x3 Downspouts
- Enclosed soffits

INTERIOR

- 2x4 wood studs non-rated interior walls per attached floor plan
- 9' Hardlid Ceilings at restrooms
- 9' Vinyl coated ceiling tiles at Custodial Room
- AMS Standard Full height 6x6 ceramic tile walls (one color, Daltile or equal) at Restrooms
- AMS standard full height FRP (white) walls at custodial room
- AMS Standard 2"x2" Ceramic Tile Floors (one color, Daltile or equal) at Restroom
- AMS Standard Sheet Vinyl w/6" self-cove at Custodial Room
- AMS standard Solid Plastic Toilet Partitions – Accurate or equal
- AMS Standard Restroom Accessories Package – Mirrors, Grab Bars, and ADA TP Dispensers

MECHANICAL

- Ceiling Exhaust Fans, per code

ELECTRICAL

- LED Recessed 2x2 & 2x4 Troffer interior lighting
- AMS Standard Occupancy Sensors w/Dimmable Switches
- AMS standard exterior lights
- All low voltage conduits in wall only stubbed to above ceiling, locations to be provided by AOR, quantity per approved PC
- Power in the custodial room
- NEMA 3 Single-phase electrical subpanel (energized by others)
- Interior GFCI Receptacles
- AMS standard 20-gallon electric water heater for mop sink at Custodial room all Lavys

PLUMBING

- AMS standard wall hung lavatories w/AMS standard Lever faucets
- AMS Standard floor-mounted water closets with AMS Standard manual flush valve
- AMS Standard floor mounted Mop Sink
- Floor Drains at student restrooms per code
- Type L Copper Water Supply w/ABS Waste Piping
- Plumbing Waste Manifold Stubbed Through Stem Wall, 2 ft Beyond Building Foundation
- (1) AMS Standard Hose Bib w/ Locking Cover

GENERAL FEATURES/ITEMS

- Project / Contract Supervision
- Sales Tax
- AMS One-Year Warranty
- Standard 120-ton Crane Charge (1) Mobilization
- Foundation flashing
- Foundation Embeds (FOB AMS Factory) embeds to be coordinated by site GC (placement of embeds by GC)

EXCLUSIONS:

GENERAL SPECIFICATIONS, FEES, AND SITE REQUIREMENTS:

- DSA approval, DSA plan fees, DSA inspection fees, DSA inplant/site inspection fees and lab testing
- HCD fees, site inspections/approvals
- Architect fees
- Union Labor
- Builders Risk Insurance
- Skilled and Trained Workforce Requirements
- Site security to include the delivered buildings
- Airport proximity STC compliance
- STC Rated Doors, Walls, Windows
- Extreme climate zone HVAC coordination
- Solar option design/approval
- Solar panels, batteries
- LEED or CHPS Requirements/Certification
- Securing and paying for off-site staging area
- All shuttling and associated fees from off-site staging area to project site
- Staging site damages due to unknown conditions
- Roof water testing/ Door flood test/ Flood test
- Removal / re-installation of site gates/fencing as/if necessary
- Traffic control, coordination and any associated fees
- WUI zone

FOUNDATION, FOUNDATION PREP:

- Concrete foundations, vent/access wells, drywells, foundation pit excavation, off-haul of spoils
- Concrete slurry
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all-weather vehicle/trades access to building pad
- Soils testing, soils reports, geo hazard report/testing
- Special handling due to inaccessible site conditions
- Special / higher ton crane due to site constraints/access
- Foundation design beyond PC

EQUIPMENT AND DEVICES:

- Fire alarm system
- Ramps / Landings / Railings / Ramp transitions to grade
- Fire sprinklers/risers
- Water flow test

ELECTRICAL AND DATA:

- EMS systems, EMCS systems pathways and/or coordination

- Electrical transformers and main switchgear
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads
- MDF / IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV, 75” Monitor
- Prep for Clocks and Clocks
- Floor Receptacles/Data
- Lighting Control System and Panel

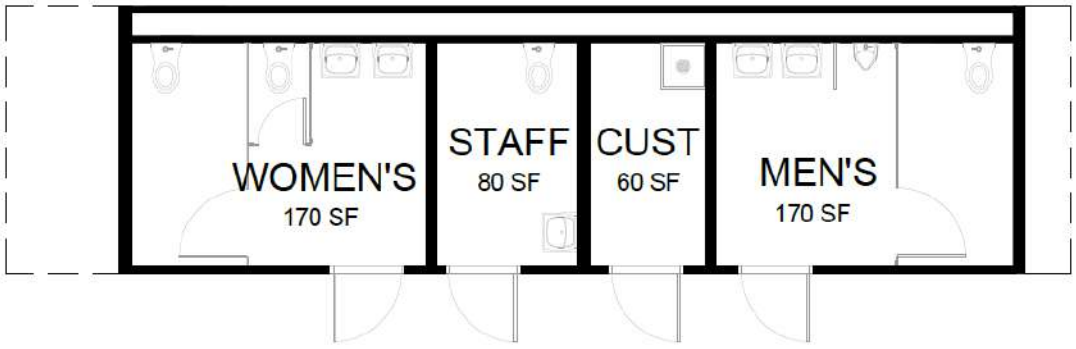
SITE, FINAL CONNECTION, DRAINAGE AND PLUMBING:

- Full time supervision
- Temporary power/water/phone, job trailer, fencing, internet
- Dust control, project debris bin
- SWPPP
- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- New Fire Water Service and Hydrant
- RWL connections to underground
- Drinking fountain

MISCELLANEOUS:

- Sealing/waxing of finish floor coverings
- Epoxy grouts, grout sealers
- Window coverings, security screens, window/building awnings
- Appliances, furniture, worktables
- Master keying
- Rated walls or assemblies
- Air balance reports/testing
- Water chlorination testing/certification
- AMS Standard 6’x4’ painted floating metal canopies at Exterior Doors
- Professional Cleaning
- Working evenings, weekends and/or holidays is not included

AMS Floor Plan:



AMS

☐ GEN7 ☐ EVOLVE
☐ FORM ☐ 2GO

12' x 40' WOMEN'S/STAFF/CUSTODIAN/MEN'S RESTROOM

DATE 2/12/2024
CLIENT GILROY USD
PROJECT DISTRICT OFFICE

WWW.AMERICANMODULAR.COM
© American Modular Systems

January 23, 2024

VIA EMAIL

Dr. Anisha Munshi
Superintendent
Gilroy Unified School District
7810 Arroyo Cir.
Gilroy, CA 95020-7313

Re: 2024 Agreement for Professional Services

Dear Superintendent Munshi:

For more than 45 years, we have provided legal advice and counseling services to California school and community college districts. We appreciate more than ever the opportunity to be your partner in achieving your core mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. Together, we have met the challenges of a worldwide pandemic and have stood by your side to help you change course repeatedly, pivot often and innovate in the moment. We remain your steadfast allies and will support you with our full range of expertise to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for the 2023-2024 school year. Other than updating the term of agreement to reflect the upcoming school year, there are no other changes to the agreement. This means there will be no changes to the billing ranges during this time period; however, individual attorney hourly rates may be adjusted within the existing ranges during the term of the agreement.

We will continue to offer the Gilroy Unified School District efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving the District in the coming school year and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Best regards,

Dannis Woliver Kelley



Deidree Y.M.K. Sakai

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on January 23, 2024, by and between the Gilroy Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from January 1, 2024, through and including June 30, 2024, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars ($265) to three hundred seventy-five dollars ($375) per hour for Shareholders and Of Counsel; two hundred forty-five dollars ($245) to three hundred dollars ($300) for Special Counsel; one hundred ninety-five dollars ($195) to two hundred sixty-five dollars ($265) per hour for Associates; and one hundred thirty dollars ($130) to one hundred ninety-five dollars ($195) per hour for Paralegals and Law Clerks. The rate range for Gregory J. Dannis and Shareholder Emeritus shall be three hundred ninety-five dollars ($395) to four hundred fifty dollars ($450) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Mr. Dannis' hourly rate shall be $450. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to Client and shall apply to all services rendered after such notice is given. Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for, or attending meetings with or for District, it may be necessary for Attorney to work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at $0.10 per page), postage (only charged if in excess of $1.00), and computerized legal research and electronic record review platforms (i.e., Westlaw, e-discovery). Any discount received on such services is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees

and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will complete fingerprinting and background check clearances as required by Education Code Section 45125.1 prior to commencing such services. Attorney further agrees to comply with applicable, prevailing state vaccine or testing requirements.

CONSENT TO USE OF E-MAIL AND CLOUD SERVICES. In order to provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such e-mail transmissions with District and District's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services.

PRIVACY NOTICE OF COLLECTION OF PERSONAL INFORMATION. Attorney respects the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes the District's rights as a consumer under applicable law, is accessible on Attorney's website at https://www.dwkesq.com/ccpa/. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the agreement below confirms that District has read or will read Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District should email Attorney at DataSecurity@dwkesq.com.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities

throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

GILROY UNIFIED SCHOOL DISTRICT

_____ _____

Dr. Anisha Munshi Date
Superintendent

DANNIS WOLIVER KELLEY

_____ 1/23/2024

Deidree Y.M.K. Sakai Date
Attorney at Law

At its public meeting of_____, 2024, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

BID FORM AND PROPOSAL

To: Governing Board of Gilroy Unified School District ("District" or "Owner")

From: 101 Builders, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. Error! Reference source not found.

("Work") for the following project known as:

Mt Madonna Shade Structure Ancillary Work

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One Hundred Ninety eight thousand dollars $ 198,000.00

BASE BID

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices.

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BID FORM AND PROPOSAL

To: Governing Board of Gilroy Unified School District ("District" or "Owner")

From: Oveisi Construction
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. Error! Reference source not found.

("Work") for the following project known as:

Las Animas Shade Structure Ancillary Work

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One Hundred Seventy Eight Thousand Five Hundred dollars $ 178,500.00

BASE BID

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices.

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March 25, 2024

Mr. Alvaro Meza
Assistant Superintendent, Business Services
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

Subject: Gilroy Unified School District Warehouse Improvements and Parking Lot
Proposal for Architectural Services

Dear Mr. Meza,

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

PROJECT UNDERSTANDING

The project consists of the renovation of the District warehouse at the District Office site. This remodel includes approximately 9,000 sf and currently houses district storage. New walls and partitions will be provided for the IT Department, as well as creating a professional development room for different types of District meetings. New restrooms will be needed, as well as providing HVAC and Electrical, Fire Alarm and Data to these spaces. In addition, an expansion of the parking lot will take place on the easter portion of the site for approximately ½ acre of construction and approximately 100 vehicles. New lighting, EV Charging, and bio swales will need to be provided for this lot.

New utilities to the parking lot and buildings would need to be provided. We anticipate connecting electric, sanitary sewer, storm sewer into the existing district services on site. New telephone, fire alarm and other systems will need to be determined; however they are included in this proposal. A electrical service upgrade is not anticipated. There are fire hydrants immediately adjacent to the area of work and we do not anticipate needing to extend these lines.

Due to the size of this project, over 10,000 sq. ft. impervious surfaces, C.3 Stormwater requirements will be required and designed into this project.

The estimated construction cost is unknown at this time.

BASIC SERVICE

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

Design Phase

This project will be a design assist project and we do not anticipate that it will go to DSA or the City. Design documents of sufficient details to fix and describe the size and character of the Project.

Construction Documents

Upon the Owner's approval of Design Development documents, we will prepare Construction Documents consisting of drawings and specifications, setting forth in detail the requirements for the construction of the Project.

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

Construction Phase

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

The basic service during the construction phase includes review of submittals, periodic site visits during construction, review and processing change orders, certification of construction payment requests and final project inspection.

BASIC COMPENSATION

Compensation for the above Basic Service is a fixed fee:

A fixed fee of $174,106.00

ADDITIONAL SERVICES

Services beyond Basic Service described above will be invoiced based upon standard hourly rates listed in Attachment D.

REIMBURSABLE EXPENSES

Reimbursable expenses are invoiced at 1.10 times actual cost.

PAYMENT SCHEDULE

The payment schedule for basic compensation will be as follows. Invoices will be submitted monthly based on the percentage of completion of each phase of service.

Schematic Design	10.00%
Design Development	15.00%
Construction Documents	50.00%
Bid and Contract Award	5.00%
Construction Phase	20.00%

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

We thank you for the opportunity to be of service.

Sincerely yours,
AEDIS, Inc.



Joe A. Vela, AIA
Principal

Accepted:

_____
For Gilroy Unified School District

Warehouse Plan (East side of Building)



Office Side of Plan (West side of Building)



Total Project Cost Matrix			
South Valley Middle School Modernization Project			
April 18, 2024 Board Meeting			
Measure E Funding Allocated	Encumbered	Future Expenditures	Description
Aedis Architects	$ 4,744,000.00		Architectural Fees
Articulate Solutions	$ 1,155.00		Logos, Signage
Krueger International	$ 12,591.31		Teacher Lounge furniture
New SV Media	$ 3,180.00		RFQ Notification
Great White Installation	$ 1,100.00		Install Teacher Lounge furniture
School Site Solutions	$ 41,250.00		CEQA and CDE Approvals
The Printing Spot	$ 6,700.10		Printing
Carroll Engineering	$ 49,800.00		Aerial, Ground Topo; Underground Utility and Boundary Surveys
Flint Builders, Inc./Hummingbird	$ 1,140,000.00		Preconstruction Agreement
Earth Systems Pacific	$ 50,600.00		Geological Studies
W-Trans	$ 11,130.00		Traffic Study
First American Title Insurance	$ 1,500.00		Title Search
California Geological Application	$ 3,600.00		Geological Hazards Assessment
DTSC	$ 77,563.00		School Clean-up Agreement
Padre Associates	$ 45,960.00		Soils Management
Division of State Architect	$ 322,250.00		Application #1
Division of State Architect	$ 234,650.00		Application #2
Jerome Zalinski	$ 700,000.00		Inspector of Record contract - DSA Phase I
EnviroScience	$ 18,690.00		Industrial Hygiene Survey/Air Quality Mgmt.
City of Gilroy	$ 600.00		Fire Hydrant testing - 2
PG&E	$ 5,000.00		Engineering Advance
W-Trans	$ 16,000.00		Contract Amendment - traffic striping
S&M Moving	$ 4,515.00		Move Adult Ed to MMHS
Anaya Construction	$ 98,300.00		Move Adult Ed Portables to Transportation
Monterey Bay Systems	$ 300.00		Moving Adult Ed copiers to MMHS
Uline	$ 3,415.03		Miscellaneous Moving Expenses
Flint Design Build, LLC	$ 76,452,626.00		Lease Leaseback Agreement
EnviroScience	$ 38,982.00		Air Quality Mgmt. oversight Phase 1 Bldgs. I and J
S&M Moving	$ 10,780.00		Contract Amendment - Phase 1 Demolition
S&M Moving	$ 1,216.44		Moving equipment
Earth Systems Pacific	$ 5,500.00		Soils Testing/Observations Phase 1 demolition
Anaya Construction	$ 60,750.00		Taking possession of portables from SCCOE
State Water Resource Control Board	$ 1,301.00		Permit Registration Documents (PRD)
City of Gilroy	$ 32,083.63		Offsite permits
Earth Systems Pacific	$ 83,353.00		Geotech/Special Inspections Phase 1/Increment 1
Earth Systems Pacific	$ 212,369.00		Geotech/Special Inspections Phase 1/Increment 2
DTSC	$ 77,198.00		Annual Cost Estimate through 6/30/22
EnviroScience	$ 5,994.00		Hazardous Survey of vandal watch trailer
Dept. of Environmental Health	$ 2,347.00		Kitchen review submittal for Health Fees
Dept. of Environmental Health	$ 670.00		Kitchen Hood Specific Review Fee
Steel Inspectors of Texas, Inc.	$ 7,000.00		Special Inspector for the steel in shade structures
PG&E	$ 58,957.51		Engineering Services
Krueger International	$ 837,649.33		Furniture Phase 1 Classrooms, Makerspace, Science & SPED
CDS Moving Equipment, Inc.	$ 4,495.13		Purchase of Library carts
Container Outlet	$ 7,711.35		Storage containers for bikes and book storage
Earth Systems Pacific	$ 413,143.00		Special Inspections for Phase 2 - Increments 1 & 2
Hollister Moving & Storage	$ 61,385.64		Moving Services
EnviroScience	$ 146,715.63		IH Monitoring and Final Clearance Inspection
Padre Associates	$ 63,900.00		Completing Removal Action
Converge One Inc.	$ 328,477.00		Install IT Equipment
E-3 Systems Inc.	$ 7,429.41		Remove IT Equipment
Jerome Zalinski	$ 225,000.00		Inspector of Record contract DSA Phase 2
Cypress Engineering, Inc.	$ 66,400.00		Commissioning Services
Aedis Architects	$ 669,057.00		Architectural Fees - DSA Phase 2 Contract Amendment
Belson, EBRS, Uline	$ 21,229.14		Owner Furnished Items
SCC Clerk Recorder	$ 2,598.00		CEQA Mitigated Negative Declaration
Converge One Inc.	$ 26,078.35		Wireless bridge from Maint. Dept. to Transportation Dept.
QoVo Solutions, Inc.	$ 21,900.00		Pro Watch Monthly camera rentals 7/1/22-6/30/23
EnviroScience	$ 15,920.00		Change Order for IH Oversight on Phase 2 Demo
EnviroScience	$ 11,631.00		Environmental Testing for Final Demolition phase
EnviroScience	$ 74,975.00		Daily IH Monitoring and Final Clearance Inspection
Uline	$ 1,743.44		Moving supplies for Gym
SWRCB	$ 1,536.00		Annual Permit Fee
Hollister Moving & Storage	$ 22,121.25		Moving Gym - Storing weight equip. thru 10/31/23
Uline	$ 407.82		Additional Moving Boxes
GLS Lighting Inc.	$ 3,979.00		Electrical Service Disconnection at 275 I.O.O.F.
Opening Technologies	$ 9,320.29		Door/Lock Cores for IDF/MDF
DryCo. Inc.	$ 10,383.00		Installation of Fencing around old CDS site
School Outfitters	$ 4,597.12		Outdoor furniture for staff patio area
Perform Better	$ 55,770.69		New Weight Room Equipment
Dollamur	$ 13,428.67		Competition Wrestling Mat
Belson Outdoors	$ 12,960.43		Outdoor Trash and Recycle Cans
Krueger International	$ 250,638.15		Furniture Phase 2 Admin. Building
Baker Bros.	$ 2,902.62		Gym SpeedQueen Washer and Dryer
Uline	$ 5,535.90		Additional Moving Supplies
Home Depot	$ 869.73		Appliances for Life Skills and Lactation Rooms
Perform Better	$ 801.34		Weights for Smith Machine
Best Buy for Business	$ 888.72		Refrigerator for SVMS
Plumbing America	$ 74,296.35		Water Reconnect at SVMS
CDW-G Government Inc.	$ 17,691.49		Displays for SVMS Admin. Building
Corporate AV Inc.	$ 13,716.23		Purchase of projector for MPR
E-3 Systems Inc.	$ 10,913.56		Wireless Access Points
OTM	$ 1,936.00		Installation of G Wing Furniture
BNS Sports	$ 8,263.11		Soccer Goals
Krueger International	$ 27,690.02		Supplemental Furniture - PE Offices
OTM	$ 2,473.76		Installation of PE Offices Furniture
Decker Equipment	$ 18,542.08		Purchase of Gym Floor Protective Mats
Flint Design Build, LLC	$ 78,880.00		Contract Amendment
Total Encumbered	**$ 88,302,958.77**		
Estimated Future Expenditures		**$ 1,197,041.23**	
Total Project Budget	**$**	**89,500,000.00**	

Note: Fund 35 - Demo of old IT Bldg. for $72,435 is **not** included

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into _____, 2024 (the "Effective Date"), by and between:

Gilroy Unified School District
7810 Arroyo Cir.
Gilroy, CA 95020

and

Alco Building Solutions ("ABS")
11636 Goldring Road Suite A
Arcadia, California 91006.

Gilroy Unified School District and Alco Building Solutions are sometimes referred to herein, individually, as a "Party", and, collectively, as the "Parties".

RECITALS

A. Gilroy Unified School District is a California school district under the laws of the State of California, and owns and operates certain Buildings, improvements and/or other facilities with respect to which District desires to improve energy efficiency, achieve energy conservation & projects pertaining to COVID relief efforts.

B. Alco Building Solutions, is a design build energy services licensed contractor in California engaged in and has experience and technical capabilities in providing energy efficiency services, including the design, engineering, installation and monitoring of systems and equipment to improve the energy efficiency of and achieve energy conservation at Buildings and other facilities.

C. Government Code sections 4217.10, et seq., authorize the District, as a public agency, to enter an energy services contract wherein the contractor provides conservation services to the District from an energy conservation facility on terms that its governing body determines are in the best interest of the District.

D. Pursuant to Government Code section 4217.11(d), "conservation services" include electrical, thermal, or other energy savings resulting from conservation measures.

E. Proclamation of the State for expedited procurement for the CDC control & prevention efforts of COVID 19.

F. Through this Agreement, the District intends to contract for the engineering, system design, fabrication, and installation of work that will result in energy savings & COVID relief to the District at the sites as set forth in Attachments (the "Project Sites" or "Sites", and each individually a "Site"), consistent with the terms of Government Code section 4217.10, et seq.

ARTICLE I
SCOPE AND PRELIMINARY MATTERS

1.1 Scope of Agreement. During the Term of this Agreement (as hereinafter defined), Alco Building Solutions agrees to provide Owner with services (all such services, the "Services") and work product to be created, developed, supplied, constructed and/or installed (all such work product, the "Deliverables", and the Deliverables and Services collectively, the "Work"), to achieve energy efficiencies and conservation with respect to various Buildings and other improvements and facilities of Owner described on the attached Schedule 1 (the "Facilities"). All Work will be performed pursuant to separate written task orders (each, a "Task Order"), and the particular Facilities as to which the Work is performed pursuant to a Task Order are referred to herein as a "Project".

1.2 Task Orders. Until a Task Order is executed, Alco Building Solutions shall not perform any Work, and, upon execution of a Task Order, Alco Building Solutions shall only perform that Work specified in such Task Order. This Agreement does not obligate either Owner or Alco Building Solutions to enter into any particular Task Order.

- **1.2.1** At any time during the term, Owner may request Alco Building Solutions to prepare a Task Order. Upon receipt of such request, Alco Building Solutions shall prepare a draft Task Order for Owner's review and/or revision. The draft Task Order shall specify all parameters of performance of the Work, including a detailed description of the Services and the Deliverables, the time for performance and Work schedule, with any interim milestones, and the pricing and cost specifications; it shall also include all supporting data reasonably necessary for Owner to fully evaluate the Work of the Task Order. All Task Orders shall be substantially in the form attached hereto as Exhibit B.

- **1.2.2** The Parties shall meet with authorized and knowledgeable representatives as often as necessary for Alco Building Solutions to prepare the final Task Order, and Owner shall give Alco Building Solutions full access to the Facilities and to all documents and materials of Owner (or subject to its control) relating to the Project as are necessary for Alco Building Solutions to evaluate the proposed Project and to formulate the Work of the Task Order.

- **1.2.3** Owner's making a request to Alco Building Solutions for a Task Order shall not obligate Owner thereafter to execute any such Task Order.

- **1.2.4** Alco Building Solutions shall perform no Work pursuant to a Task Order until the same is fully executed by both Parties.

1.3 Contract Documents. The following documents (the "Contract Documents") constitute the entire agreement between the Parties concerning the subject matter hereof:

a) This Agreement;

b) All Schedules and Exhibits to this Agreement; and
c) Any Task Order, including all schedules and exhibits attached to and all other documents incorporated into a Task Order.

In the event of a conflict among the terms of separate documents, unless otherwise specified in a Task Order, the terms of any Task Order shall control over the terms of this Agreement and all Schedules and Exhibits.

1.4 Term. The term of this Agreement (the "Term") shall be for a period of one (1) year commencing on the Effective Date, and thereafter shall automatically renew for successive one (1) year periods, unless: i) either Party elects not to renew the Term by serving written notice thereof upon the other Party at least ninety (90) days prior to the expiration of the Term then in effect, or ii) this Agreement is sooner terminated in accordance with the provisions of Article VII hereof. Notwithstanding the foregoing, a Task Order may only be terminated in accordance with its terms, and this Agreement shall not be deemed terminated with respect to any open Task Orders until such time as the performance of all such Task Orders is completed or such Task Orders are sooner terminated.

ARTICLE II
PERFORMANCE OF THE WORK

2.1 Standards of Performance. Alco Building Solutions represents that its performance of all Work will conform to the standards and practices of a professional engaged in the performance of services of a like nature and complexity. Unless otherwise provided in the Contract Documents, Alco Building Solutions shall provide all labor, materials, supplies, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work. Alco Building Solutions shall be solely responsible for the means, methods, techniques, sequences, and procedures concerning the Work. In addition, Alco Building Solutions shall be responsible for the professional and technical accuracy of all Work performed, whether by its own forces or by its subcontractors, consultants, and all others on its behalf.

- **2.2.1** In the performance of the Work, Alco Building Solutions shall, and shall require all of its contractors, subcontractors, consultants, and all subcontractors under them to, as applicable, comply with the requirements of all applicable statutes and regulations. Without limiting the foregoing, Alco Building Solutions shall otherwise give all notices and comply with all laws and ordinances legally enacted at the date of execution of the applicable Task Order that govern the proper performance of the Work.

- **2.2.2** Alco Building Solutions shall enforce strict discipline and good order among Alco Building Solutions employees and other persons carrying out the Work. Alco Building Solutions shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Alco Building Solutions shall deliver, handle, store and install materials and equipment in accordance with manufacturers' instructions.

- **2.2.3** Alco Building Solutions shall endeavor to avoid injury, loss or damage to persons or property by taking reasonable steps to protect: a) its employees and other persons at the worksite, and b) materials, supplies and equipment stored at the worksite for use in performance of the Work. Alco Building Solutions shall also oversee the safety precautions and programs of its subcontractors and suppliers at the worksite.

- **2.2.4** Alco Building Solutions is responsible for general broom cleaning, and shall, to the fullest extent practicable, always keep the worksite/Facilities clean and free of debris, rubbish and dust. At the completion of the Work, Alco Building Solutions shall remove from the worksite all construction equipment, tools, surplus materials, waste materials and debris.

2.3 Design and Construction Documents. Unless otherwise expressly stated in the Task Order, drawings, specifications, and other documents, including those in electronic form, furnished or utilized by Alco Building Solutions are instruments of service (the "Instruments of Service") and are not Deliverables. Alco Building Solutions shall retain all common law, statutory and other reserved rights, including copyrights in the Instruments of Service. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the Project.

- **2.3.1** Alco Building Solutions grants to Owner a non-exclusive license to reproduce and use the Instruments of Service solely in connection with the Project, if Owner shall comply with all obligations, including prompt payment of sums when due. Owner shall not assign or transfer any license herein to another party without prior written agreement of Alco Building Solutions. Any unauthorized reproduction or use of the Instruments of Service by Owner or others shall be at Owner's sole risk and expense without liability to Alco Building Solutions, and its design professionals. Termination of this Agreement due to the default of Owner shall terminate this license. If this Agreement is terminated for any reason other than the default of Owner, Owner shall have a non-exclusive license to use the Instruments of Service for the completion, use and maintenance of the Project. Submission or distribution of Alco Building Solutions documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved here.

- **2.3.2** Notwithstanding anything contained in this Agreement to the contrary, the Parties acknowledge and agree that Alco Building Solution's AMP© program, which is a management tool utilized by Alco Building Solutions in the performance of its obligations hereunder and will not be incorporated into any aspect of the Work, shall not be deemed an Instrument of Service, and Owner shall have no license or other rights whatsoever with respect to this proprietary software program of Alco Building Solutions.

- **2.3.3** Alco Building Solutions shall pay all royalties and license fees that may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by Alco Building Solutions and incorporated in the Work. Alco Building Solutions shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Alco Building Solutions harmless from all suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by Owner.

- **2.3.4** Alco Building Solutions shall prepare and submit to Owner final marked up as-built drawings to the extent and as set forth in the applicable Task Order.

2.4 Warranties.

- **2.4.1** Alco Building Solutions warrants that, as applicable, all Deliverables will be new unless otherwise specified, of good quality, in conformance with the specifications contained in the Task Order and all documents associated therewith, and free from defective workmanship and materials. Warranties with respect to the Work, or applicable portion of the Work, as the case may be, shall commence on the date of Substantial Completion thereof (as hereinafter defined). Alco Building Solutions agrees to correct all Work that is defective in workmanship within a period of one (1) year from the date of Substantial Completion, or such longer periods of time as may be set forth with respect to specific warranties required hereunder.

- **2.4.2** Alco Building Solutions shall collect, deliver, and, to the extent permissible, assign all manufacturers' warranties and equipment manuals to Owner. There are no warranties that extend beyond the description on the face of any such warranty.

- **2.4.3** Except as set forth in Section 2.4.1 and Section 2.4.2, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED.

2.5 Hazardous Material.

- **2.5.1** "Hazardous Material" is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up. Alco Building Solutions shall not be obligated to commence or continue the Work until all Hazardous Material discovered at the Project site have been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory approved by the appropriate government agency.

- **2.5.2** If after the commencement of the Work, Hazardous Material is discovered at the Project site, Alco Building Solutions shall be entitled to immediately stop Work in the affected area. Alco Building Solutions shall report the condition to Owner and, if required, the government agency with jurisdiction. Owner shall be responsible for retaining any independent testing laboratory to determine the nature of the materials encountered and whether it is Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effects upon the Work. Alco Building Solutions shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

- **2.5.3** Alco Building Solutions shall not be required to perform any Services relating to or in the area of Hazardous Material without written mutual agreement.

- **2.5.4** If Alco Building Solutions incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Alco Building Solutions shall be entitled to an equitable adjustment in compensation and/or the Work Schedule.

- **2.5.5** To the extent not caused by the negligent acts or omissions of Alco Building Solutions, or its subcontractors or suppliers, and their agents, officers, and employees of each of them, Owner shall defend, indemnify and hold harmless Alco Building Solutions, its subcontractors, suppliers, and their agents, officers and employees, from and against any and all claims, damages, penalties, losses, expenses, and other liabilities, including attorney's fees, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

- **2.5.6** During the performance of the Work, Alco Building Solutions shall be responsible for the proper handling of all materials brought by it to the worksite. On and after the commencement of the Work, Owner shall be responsible under this provision for materials and substances brought to the site by Alco Building Solutions if such materials or substances are required by the Contract Documents.

2.6 Substantial Completion/Final Completion.

- **2.6.1** **"**Substantial Completion" means that stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Work schedule established under the applicable Task Order, so that Owner can occupy or utilize the Work or designated portion thereof for its intended use. Upon Substantial Completion, the Parties shall execute a Certificate of Substantial Completion fixing the date of Substantial Completion and listing all unfinished items of Work, in substantially the form attached hereto as Exhibit C.

- **2.6.2** "Final Completion" means the point when all of the Work is fully and finally complete in accordance with the requirements of the applicable Task Order.

ARTICLE III
OWNER'S RESPONSIBILITIES

3.1 Lawful Authority. Owner represents and warrants to Alco Building Solutions that: (i) it is the sole lawful owner of the Facilities or that it has the full authority and right to make the improvements to the Facilities as contemplated by and provided for in this Agreement and the Contract Documents; and (ii) it shall defend, indemnify, and hold Alco Building Solutions harmless on account of any liabilities incurred by Alco Building Solutions resulting from a breach of these representations and warranties.

3.2 Information and Services Provided by Owner. Owner shall provide full information in a timely manner regarding requirements for the Work in accordance with the requirements of the Task Order.

3.3 Authorized Representative. For the Work pursuant to each Task Order, Owner shall designate one or more individuals who shall be its authorized representative(s) with regard to such Work. Such authorized representative(s) shall be the only person(s) to whom Alco Building

Solutions shall look for instructions, orders and/or directions in connection with such Work, except in the event of an emergency. Owner's representative(s) shall be fully acquainted with the Work, will render decisions promptly so as not to delay the Work, and shall have authority to bind Owner.

3.4 Communications. Owner will establish and implement procedures for expediting and processing submittals, transmittals and written approvals relating to the Work of each Task Order. Unless otherwise specified in the Contract Documents, and except in the event of an emergency, communications by and with Alco Building Solutions other subcontractors and suppliers shall only be through Alco Building Solutions.

3.5 Reviews and Inspections. Owner shall review the Work, timely notify Alco Building Solutions of any errors or inconsistencies in any of the Contract Documents, or of any error or defect in the Work on the part of Alco Building Solutions, and generally shall render prompt inspections, reviews and approvals as required by the applicable Task Order.

3.5 Other Obligations. Owner shall perform and carry out such other duties as are expressly set forth under other provisions of this Agreement and the applicable Task Order.

ARTICLE IV
COMPENSATION

4.1 Compensation. Owner agrees to pay Alco Building Solutions such compensation as is set forth in each Task Order. Owner shall pay invoices issued under this Agreement within twenty (20) days of Alco Building Solutions delivery of its application for payment (a "Payment Application"). Payments due and unpaid shall bear interest from the date due at the greater of the legal rate prevailing from time to time at the place where the Work is performed, or one (1%) percent per month. Unless otherwise specified in the Task Order, the period covered by each Payment Application shall be one calendar month ending on the last day of the month.

4.2 Time and Materials Task Orders. If the compensation in a Task Order is on a time and materials basis, the Task Order shall set forth, as applicable, hourly, and other rates, allowable costs, reimbursable expenses, and Alco Building Solutions fee or mark-up. Such Task Order may also provide for a guaranteed maximum price, including any shared savings provision, which guarantee does not guarantee any specific line item, if any, provided as part of or in connection with the guaranteed maximum price, but agrees that it will be responsible for paying all costs of completing the Work that exceed the guarantee maximum price, as may be adjusted by written and approved change order. Payment Applications shall itemize all costs and reimbursable expenses.

4.3 Fixed Price Task Orders. If the compensation in a Task Order is on a fixed price basis, the Task Order shall also specify such fixed price, and, as applicable, unit prices, allowances and alternates. Payment Applications shall be based upon the percentage of completion of the Work in accordance with a schedule of values, or a schedule of milestone payments, set forth in the Task Order.

ARTICLE V
CHANGES

5.1 Change Orders. Changes in the Work, and/or particular Services or Deliverables, that are within the general scope of the applicable Task Order, and that are not minor changes as described in Section 6.2, may be accomplished without invalidating this Agreement or the Task Order by a "Change Order". Alco Building Solutions may request, or Owner may order changes in the Work within the general scope of the Task Order, with an appropriate adjustment in compensation and/or the Work schedule to be negotiated by the Parties in good faith. Acceptance of the Change Order and any adjustment in compensation or the Work schedule shall not be unreasonably withheld by either Party.

5.2 Minor Changes. Alco Building Solutions may make, and Owner may order, minor changes in the Deliverables and/or the Work consistent with the intent of this Agreement that do not involve an adjustment in compensation or the Work schedule. Such changes shall not be deemed "minor" if they materially or adversely affect the Work, the quality of the Deliverables, or the performance of the Services.

5.3 Determination of Cost. Where compensation is based upon a fixed price, an increase or decrease in the compensation resulting from a change in the scope of the Work and/or particular Services or Deliverables shall be determined by one or more of the following methods, to the extent applicable:

- **5.3.1** unit prices set forth in the Task Order or as subsequently agreed;

- **5.3.2** a mutually accepted, itemized lump sum; or

- **5.3.3** if an increase or decrease cannot be agreed upon as set forth in Section 5.1, the adjustment in the compensation shall be determined by the reasonable expense and savings of the performance of the Work resulting from the change.

5.4 Unknown Conditions. If in the performance of the Work, Alco Building Solutions encounters: (i) an emergency affecting the safety of persons or property, or (ii) latent, concealed or other conditions that materially differ from the conditions Alco Building Solutions reasonably anticipated, or (iii) physical conditions that are different from those normally encountered and generally recognized as inherent in the kind of work provided for in the Task Order, or (iv) Hazardous Material, then the compensation, if based upon a fixed price, and/or the Work schedule shall be equitably adjusted by a Change Order within a reasonable time after the conditions are first observed. Alco Building Solutions shall provide Owner with written notice within a reasonable time.

5.5 Changes in Law. In the event any changes in laws or regulations affecting the performance of the Work, or the Services or Deliverables are enacted after the date of this Agreement, the compensation, if based upon a fixed price, and/or the Work schedule shall be equitably adjusted by Change Order.

5.6 Delay. If Alco Building Solutions is delayed in the commencement or completion of the Work, Services or Deliverables by causes beyond its control and without its fault or negligence, which causes include but not limited to fire, flood, theft, vandalism, labor disputes, abnormal adverse weather conditions, acts of God, acts of the public enemy, riot, war, unavailability of equipment or supplies, or supply chain delays caused by any of the foregoing, or any delays attributable to the actions or inactions of Owner or others subject to Owner's control, then Alco Building Solutions shall provide written notice to the Owner of the existence, extent of, and reason for such delays, and an equitable adjustment in the Work schedule and/or compensation (if it is based upon a fixed price), shall be made.

ARTICLE VI
INDEMNITY/INSURANCE/AND WAIVERS/BONDING

6.1 Indemnity.

- **6.1.1 Alco Building Solutions Indemnity.** Alco Building Solutions shall indemnify and hold Owner and its employees harmless from all claims for bodily injury and damage to property (other than to the Work itself and other property to be insured pursuant to Section 6.3) that may arise from the performance of the Work, and/or the Services and Deliverables, but only to the extent caused by the negligent acts or omissions of Alco Building Solutions or anyone for whose acts Alco Building Solutions is liable. This provision shall not be construed to create any obligation of indemnification of Alco Building Solutions as and for any acts or omissions of Owner, its contractors or consultants, or any other persons not in Alco Building Solutions direct employ. Alco Building Solutions shall be entitled to reimbursement of any defense costs paid above Alco Building Solutions percentage of liability for the underlying claim to the extent provided for under Section 6.1.2 below.

- **6.1.2 Owner's Indemnity.** Owner shall indemnify and hold Alco Building Solutions and its employees harmless from all claims for bodily injury and damage to property (other than to the Work itself and other property to be insured pursuant to Section 6.3 and excluding damage for which Owner assumes the risk of loss) that may arise in connection with the Work and/or the Services and Deliverables to the extent caused by the negligent acts or omissions of Owner or anyone for whose acts Owner is liable. Owner shall not indemnify or hold harmless Alco Building Solutions for any acts, omissions, or negligence of Alco Building Solutions. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for under Section 6.1.1 above.

6.2 Alco Building Solutions's Insurance. Before commencing the Services under any Task Order, and except to the extent the following requirements are modified in such Task Order, Alco Building Solutions shall procure and maintain in force the insurance coverages hereinafter set forth in this Section 6.2.

- **6.2.1** Worker's Compensation insurance and Employers' Liability insurance as required by law.

- **6.2.2** Commercial General Liability Insurance written on an occurrence basis, including contractual liability coverage, broad form property damage including coverage for explosion, collapse and underground hazards, personal injury and advertising insurance coverage, and products and completed operations coverage, with not less than the following limits of liability:

Each Occurrence Limit	$ 1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal and Advertising Injury Limit	$ 1,000,000

- **6.2.3** Business Automobile Liability Insurance covering owned, non-owned, and hired automobiles, with not less than the following combined single limits of $1,000,000 per occurrence.

- **6.2.4** Commercial Excess Liability ("Umbrella") insurance with respect to the insurance procured in accordance with Section 6.2.2 and Section 6.2.3, with a single minimum limit of $5,000,000.

6.2.5 Professional liability insurance for claims arising from negligent errors, acts and omissions in the performance of its professional Services under this Agreement, with limits of coverage not less than $1,000,000 per claim and in the aggregate.

6.2.6 All insurers must be licensed in the State in which the Project is located, and must have an A.M. Best rating of at least A-. Owner shall be named as an additional insured on all coverages obtained pursuant to Sections 6.2.2, 6.2.3, and 6.2.4, and such policies shall be primary and non-contributory with respect to any liability coverage maintained by Owner. Alco Building Solutions will use best efforts to procure a provision in all insurance policies hereunder that coverage will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to Owner. Certificates of Insurance showing such coverage to be in force shall be filed with Owner prior to commencement of the Work. The coverages herein specified may be modified as the Parties may agree in a Task Order.

6.3 Owner's Insurance.

- **6.3.1** Owner shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including, without limitation, loss of use and claims, losses, and expenses arising out of Alco Building Solutions errors and omissions.

- **6.3.2** As applicable with respect to the Work, and except to the extent modified in an applicable Task Order, Owner shall obtain and maintain Builder's Risk property insurance in a form reasonably acceptable to Alco Building Solutions upon the entire Project, including all existing structures in which any of the Work is to be performed, as well as all Facilities that are fully or partially owned or occupied by Owner or its affiliates, for the

full cost of replacement at the time of any loss. This insurance shall include as insureds Owner, Alco Building Solutions, and all subcontractors and suppliers, as their interests may appear. This insurance shall insure against loss from the perils of fire and extended coverage and shall include "all risk" coverage including at a minimum coverage for theft, vandalism, terrorism, malicious mischief, inland transit, collapse, temporary Buildings, debris removal, flood, earthquake, wind, testing, and damage resulting from defective design, workmanship, or material. Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. Owner shall be responsible for all premiums and any co-insurance penalties, exclusions, sublimates, or deductibles. Such insurance shall be primary and non-contributory in respect to any insurance of Alco Building Solutions and all subcontractors and suppliers.

- **6.3.2.1** Any insured loss shall be adjusted with Owner, Alco Building Solution is, and any other loss payee, and made payable to Owner as trustee for the insureds, as their interests may appear.
- **6.3.2.2** Owner shall provide Alco Building Solutions with a copy of all policies including all endorsements thereto. Alco Building Solutions shall be given thirty (30) days' prior written notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. If Alco Building Solutions is damaged by failure of Owner to purchase or maintain such insurance or to so notify Alco Building Solutions, Owner shall reimburse Alco Building Solutions for all such damages incurred by Alco Building Solutions. The coverages herein specified may be modified as the Parties may agree in a Task Order, and/or Owner may therein require Alco Building Solutions, at Owner's cost, to procure such coverages.

6.4 Waiver of Claims and Rights of Subrogation.

- **6.4.1 Property Damage.** Owner and Alco Building Solutions waive all claims and other rights they may have against each other for loss of and/or damage to (a) the Project, (b) all materials, machinery, equipment, and other items used in accomplishing the Work and/or to be incorporated into the Project, while the same are in transit, at the Project site, during erection, and otherwise, and (c) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. If Owner is not the sole Owner of the Project site and all property at and adjacent thereto, Owner shall obtain an undertaking from the other owners thereof sufficient to provide to Alco Building Solutions the same protection from liability for loss or damage as would be afforded to Alco Building Solutions under this Agreement if Owner were the sole owner.

- **6.4.1.2 Waiver of Subrogation.** Owner and Alco Building Solutions shall have their respective insurers waive all rights of subrogation they may have against one another for claims arising thereunder
- **6.4.1.3 Endorsement.** If the policies of insurance referred to in Section 6.3.2 or Section 6.3.3 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Parties will cause them to be so endorsed.

- **6.4.2 Consequential Damages.** Owner and Alco Building Solutions agree to waive all claims against the other for all consequential damages that may arise out of or relate to this Agreement or any Task Order. This waiver includes, but is not limited to, Owner's loss of use of the Facilities, all rental expenses incurred, loss of services of employees, or loss of reputation, and Alco Building Solutions loss of business, loss of financing, principal office overhead and profits, loss of profits not related to the Work under a Task Order, or loss of reputation. The provisions of this Section 6.3.2 shall survive the termination of this Agreement or any applicable Task Order.

6.5 Bonding. In any Task Order, Owner may require Alco Building Solutions to provide performance and/or payment bonds as a condition to the commencement and performance of the Work. Both such bonds shall be issued by a surety or sureties licensed in the State in which the Project is located, and must be acceptable to Owner, in its reasonable discretion. The cost of such bonds shall be borne by Owner.

ARTICLE VII
TERMINATION/SUSPENSION

7.1 Termination by Owner for Cause/ Owner's Right to Perform.

- **7.1.1 Owner's Performance.** If Alco Building Solutions repeatedly and persistently fails to perform any of its obligations under this Agreement or a Task Order, Owner may, after ten (10) days' written notice, during which period Alco Building Solutions fails to either perform such obligation or to commence and continue reasonable remedial measures, undertake to perform such obligations. Alco Building Solutions compensation shall be reduced by the additional cost to Owner, if any, of performing such obligation.

- **7.1.2 Termination.** Upon ten (10) days' written notice to Alco Building Solutions, during which period Alco Building Solutions fails to either cure or commence and continue reasonable remedial measures, Owner may terminate this Agreement and all Task Orders for any of the following reasons: i) Alco Building Solutions persistently utilizes improper materials and/or inadequately skilled workers; ii) Alco Building Solutions persistently fails to abide by the orders, regulations, rules, ordinances, or laws of governmental authorities having jurisdiction; iii) Alco Building Solutions persistently fails to abide by the directions of Owner in relation to the Project; or iv) Alco Building Solutions otherwise materially breaches this Agreement or the terms of a Task Order.

- **7.1.3 Payment.** Upon termination by Owner in accordance with Section 7.1.2, Owner may take possession of all Projects and complete Alco Building Solutions obligations under all Task Orders using any reasonable means. In this event, Owner shall pay Alco Building Solutions for all compensation earned and reimbursable expenses incurred under the applicable Task Order to the date of such termination, less the cost to Owner of any remediation required with respect to the matters resulting in such termination. Owner shall also pay Alco Building Solutions fair compensation, either by purchase or rental at the election of Owner, for any equipment acquired by Alco Building Solutions in connection with the Project or Projects that is retained by Owner. Owner shall further assume and become liable for obligations, commitments, and unsettled claims that Alco Building Solutions has previously undertaken or incurred in good faith on behalf of Owner in connection with the Project(s).

- **7.1.4 Bankruptcy.** If Alco Building Solutions files a petition under the Bankruptcy Code, this Agreement and all Task Orders then in effect shall terminate if Alco Building Solutions or Alco Building Solutions trustee rejects this Agreement or, if there has been a default, Alco Building Solutions is unable to give adequate assurance that Alco Building Solutions will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

7.2 Termination by Owner Without Cause. If Owner terminates this Agreement other than pursuant to Section 7.1.2, Alco Building Solutions shall be entitled to recover from Owner: i) payment for all compensation earned in accordance with Article IV hereof and all applicable Task Orders; ii) any and all demobilization costs; iii) fair compensation, either by purchase or rental at the election of Owner, for any equipment acquired by Alco Building Solutions in connection with the Project or Projects that is retained by Owner; and iv) ten (10%) percent of the value of all unperformed Work on any Task Orders then in effect. Owner shall further assume and become liable for obligations, commitments, and unsettled claims that Alco Building Solutions has previously undertaken or incurred in good faith on behalf of Owner in connection with all Projects.

7.3 Suspension/Termination by Alco Building Solutions.

- **7.3.1 Suspension.** If Owner should fail to pay Alco Building Solutions within fourteen (14) days after the time a payment of any amount becomes due under a Task Order, then, in addition to any other remedies, Alco Building Solutions may, upon five (5) days' written notice to Owner, withhold its performance thereunder until payment of the amount owing has been received.

- **7.3.2 Termination for Cause.** Upon ten (10) days' written notice to Owner, Alco Building Solutions may, in addition to any other rights or remedies it has, terminate this Agreement and/or the applicable Task Order for any of the following reasons:

    - **7.3.2.1** If the Work under any Task Order has been stopped for a thirty (30) day period by reason of: i) a court order or order of other governmental authorities having jurisdiction; ii) the declaration of a national emergency or other governmental act during which, through no fault of Alco Building Solutions, materials are not available; or iii) Owner's failure to pay Alco Building Solutions in accordance with this Agreement and/or a Task Order.
    - **7.3.2..2** If the Work is suspended by Owner for a continuous period exceeding sixty (60) days;
    - **7.3.2.3** If Owner materially hinders or delays Alco Building Solutions in the performance of the Work; or
    - **7.3.2.4** If Owner otherwise materially breaches this Agreement or the terms of a Task Order.

- **7.3.3 Payment.** Upon termination by Alco Building Solutions in accordance with Section 7.3.2, Alco Building Solutions shall be entitled to recover from Owner: i) payment for all compensation earned in accordance with Article IV hereof and all applicable Task Orders; ii) any demobilization costs; iii) fair compensation, either by purchase or rental at the election of Owner, for any equipment acquired by Alco Building Solutions in connection with the Projects that is retained by Owner; and iv) any other item of damage recoverable

pursuant to the terms of any applicable Task Order. Owner shall further assume and become liable for obligations, commitments, and unsettled claims that Alco Building Solutions has previously undertaken or incurred in good faith on behalf of Owner in connection with all Projects.

ARTICLE VIII

DISPUTE RESOLUTION

8.1 Initial Dispute Resolution. As to any claim, controversy, disagreement or other dispute arising out of or relating to this Agreement or any Task Order (a "Dispute"), the Parties shall endeavor to settle such Dispute first through direct discussions. If the Dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the Dispute by non-binding mediation. The Parties shall agree upon a single mediator, or, in the event they are unable to so agree, such mediator shall be selected under the auspices of the American Arbitration Association. The mediation proceedings shall be governed by the Commercial Rules of the American Arbitration Association under its Rules of Practice and Procedures then in effect. The Parties agree to conclude such mediation within sixty (60) days of the selection of a mediator. A Party may terminate the mediation at any time after the first session by delivering written notice thereof to the other Party. All mediation proceedings shall be conducted in the County and State of location of the Project. Issues to be mediated are subject to the exceptions in Section 8.2 for arbitration.

8.2 Arbitration. If a Dispute is not resolved in accordance with Section 8.1 hereof, such Dispute shall be resolved by final and binding arbitration. The Parties shall agree upon a single arbitrator, or, in the event they are unable to so agree, such arbitrator shall be selected under the auspices of the American Arbitration Association. The arbitration proceedings shall be governed by the Commercial Arbitration Rules of the American Arbitration Association under its Rules of Practice and Procedures then in effect. All arbitration proceedings shall be conducted in the County and State of Owner's principal place of business. Notwithstanding the foregoing, this provision shall not prevent either Party from seeking or obtaining temporary or preliminary injunctive relief in a court of competent jurisdiction within the State of Owner's principal place of business, in order to protect such Party's interest during the pendency of the arbitration proceeding. With respect to such arbitration, there shall be no discovery, unless and to the extent mutually agreed upon by the Parties.

- **8.2.1 Notice of Demand.** Notice of the demand for arbitration or mediation shall be filed in writing with the other Party to this Agreement, and, if necessary, with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after written notice of the Dispute has been given, but in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question, would be barred by the applicable statutes of limitation.
- **8.2.2 Award.** In rendering the award, the arbitrator must adhere to established principles of law. The arbitrator shall award to the substantially prevailing Party the reasonable costs and expenses incurred by such Party in the arbitration, including attorneys' and experts'

fees. The arbitration award shall be final. Any proceedings to confirm, vacate or modify the award, or with respect to any aspect of the arbitration, may be brought in any court of competent jurisdiction in the State of Owner's principal place of business.

- **8.2.3 Multiparty Proceedings.** The Parties agree that, to the extent permissible, all parties necessary to resolve a claim shall be parties to the same arbitration proceeding. Appropriate provisions shall be included in all other contracts relating to the Work performed under a Task Order to provide for the consolidation of arbitration.
- **8.2.4 Lien Rights.** Nothing in this Section 8.2 shall limit any rights or remedies, not expressly waived by Alco Building Solutions, that Alco Building Solutions may have under applicable lien laws.
- **8.2.5 Limitations.** Neither Party may commence arbitration if the claim Dispute would be barred by the applicable statute of limitations had the Dispute been filed in a state or federal court. Receipt of a demand for arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a Dispute is barred by the applicable statute of limitations.

ARTICLE IX
GENERAL PROVISIONS

9.1 Notice. All notices required under this Agreement shall be in writing and shall be given either by: (i) personal delivery; or (ii) a nationally-recognized overnight delivery service that provides proof of delivery addressed to the other Party at such Party's address specified below. Such address may be changed by a Party giving notice thereof in accordance with this provision.

To Owner:	Gilroy Unified School District 7810 Arroyo Cir. Gilroy, California 95020 Attn: Alvaro Meza, Assistant Superintendent Business Services
To:	Alco Building Solutions 11636 Goldring Road California 91006 Attn: Josh Veblen

9.2 Independent Capacity. The Parties agree that Alco Building Solutions is an independent contractor, and that Alco Building Solutions and its employees and agents, shall act in an independent capacity in the performance of this Agreement and all Task Orders, and shall not be construed as officers, employees, or agents of Owner. In addition, this Agreement shall not be construed as creating any partnership or joint venture between the Parties.

9.3 Force Majeure. If causes beyond a Party's control delay, impair or prevent the performance of any of such Party's obligations hereunder, expressly excepting, however, the payment of money, the time for such performance shall be extended for a reasonable period of time commensurate with the time and nature of the cause. Such causes shall include, but not be limited to: changes ordered in the Work, acts or omissions of the other Party or others beyond the control of the Party whose performance is required, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, general labor disputes impacting the Work, acts of governmental agencies, or unavoidable accidents or circumstances, Hazardous Material or differing site conditions.

9.4 Further Documents. The Parties agree to execute and deliver all further documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

9.5 Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State in which Owner's principal place of business is located, without regard to conflicts of laws rules or principles of such State or any other jurisdiction.

9.6 Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

9.7 No Waiver of Performance. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

9.8 Interpretation. The Parties agree that the following shall govern the interpretation of this Agreement and all Task Orders:

9.8.1 Headings and captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

9.8.2 The grouping of the Articles in this Agreement and their various Sections and sub-Sections is solely for the purpose of convenient organization and in no event shall such grouping be construed to limit or alter the meaning of any provisions.

9.8.3 The terms "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular Section, Subsection or Schedule or Exhibit.

9.8.4 The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions hereof.

9.9 Alco Building Solutions Property. All property used by Alco Building Solutions in connection with the Work including equipment, tools, drawings, designs, documentation, schematics, test equipment, software, and associated media is and shall remain the exclusive property of Alco Building Solutions. Owner agrees not to use such property for any purpose at any time. Owner agrees to allow Alco Building Solutions personnel to retrieve and to remove all such materials remaining after the Work has been completed. Owner acknowledges that any Alco Building Solutions software included in the Deliverables is proprietary and will be delivered only after execution of and pursuant to Alco Building Solutions standard licensing agreement.

9.10 Binding Effect. This Agreement and the Contract Documents shall inure to the benefit of, and be forever binding upon, the Parties and their respective successors, legal representatives and permitted assigns.

9.11. Assignment. Neither Alco Building Solutions nor Owner shall assign their interest in this Agreement or any Task Order without the written consent of the other Party, except as to the

assignment of proceeds. Neither Party shall assign this Agreement or any Task Order without the written consent of the other Party, except that Owner may make such an assignment to an institutional lender providing financing for the Project so long as such assignment is no less favorable to Alco Building Solutions than this Agreement or the applicable Task Order.

9.11 Amendment. This Agreement may be amended, modified or supplemented only by written agreement signed by the Parties.

9.12 Survival. Those provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of this Agreement or a Task Order, including, but not limited to any indemnities or any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration.

9.13 Entire Agreement. This Agreement, including all Contract Documents, constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. Each Party acknowledges that no Party has made any promises, representations, warranties, covenants or understandings other than those expressly set forth herein.

ARTICLE X
ADDITIONAL PROVISIONS

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives and made the same effective as of the date first set forth above.

Gilroy Unified School District

By:_____.
Name: Alvaro Meza
Title: Assistant Superintendent Business Services

Alco Building Solutions

By:_____.
Name: Josh Veblen
Title: Chief Operating Officer / Principal

Gilroy USD CalSHAPE Ventilation Assessment and Maintenance Grant Funding Profile

		54%		7%		22%	17%	100%
Site	**Assess-Main #**	**Assess-Main $**	**Filter #**	**Filter $**	**Monitor #**	**Monitor $**	**Contingency $**	**Total $**
Gilroy High	145	$155,000	398	$29,850	116	$69,600	$50,890	$305,340
Mt. Madona High	13	$23,000	19	$1,425	11	$6,600	$6,205	$37,230
Brownell Middle	59	$69,000	114	$8,550	49	$29,400	$21,390	$128,340
South Valley Middle	67	$77,000	84	$6,300	52	$31,200	$22,900	$137,400
El Roble Elementary	38	$48,000	57	$4,275	30	$18,000	$14,055	$84,330
Eliot Elemenary	40	$50,000	80	$6,000	30	$18,000	$14,800	$88,800
Glen View Elementary	40	$50,000	55	$4,125	34	$20,400	$14,905	$89,430
Las Animas Elementary	52	$62,000	99	$7,425	43	$25,800	$19,045	$114,270
Totals	**454**	**$534,000**	**906**	**$67,950**	**365**	**$219,000**	**$164,190**	**$985,140**

Letter of Authorization

Authorization for **Alco Building Solutions (ABS)** to apply for AB-841 CalSHAPE stimulus funding with the California Energy Commission (CEC) on behalf of

Letter of Intent (LOI)

Gilroy Unified School District – 7810 Arroyo Circle, Gilroy, CA 95020

Gilroy High
Mt. Madonna High
El Roble Elementary
Eliot Elementary
Glen View Elementary
Las Animas Elementary
South Valley Middle
Brownell Middle

Re: letter of Intent (LOI)

Gilroy Unified School District (AADUSD) requests that Alco Building Solutions (ABS) proceed with the AB-841 grant application.

For the following services.

1) Mechanical site walks to verify AB-841 application requirements
2) Gather HVAC, Thermostat & filter counts and sizes with districts support
3) Receive qualifying utility bills for each site.
4) Provide qualifying quotes required for site application.
5) Provisions shall meet all California AB-841 requirements.
6) ABS to provide detailed proposal & agreements as required for AB-841

With the intent that when the funding is approved AADUSD will enter into an energy services agreement with ABS to implement the projects within the funding amount using CA GC 4217 and /or the Proclamation of the State. In the event ABS fulfills the task and AB-841 funding is approved, and AADUSD does not enter into the agreement with ABS within 45 days of approval, the district shall pay ABS cost incurred in the amount of 10% of the approved funding amount.

Gilroy Unified School District	**Alco Building Solutions**
Assistant Superintendent, Business Services	**Principal**
Alvaro Meza	**Josh Veblen**
X _____	**X** _____

Date: 3-13-2024
Quote #: 4D0030.
To: Maribel Guizar
Company: Gilroy USD

EKC is pleased to provide this quote for your referenced upcoming project.

Project Description: Speaker installation for Glen View Elementary School

- Will provide the labor and material to install speakers. This quote includes the provisioning of Atlas speakers.

1. **Glen View Elementary** – EKC will provide and install a quantity of (33) Atlas indoor speakers (IP-SDMF) w/ surface mounts (IP-SEST-SD) and (19) Atlas outdoor speakers (IP-HVP) w/ surface mounts (IP-SEST-HVP).
2. Included in the outdoor speaker installation are 5 outdoor speakers using existing cables previously installed for classroom video projectors.
3. All other cables for speakers are pre-installed and located at the speaker locations.
4. Holes left by existing clocks will be covered with either single or dual gang blank plates.
5. All removed existing speakers will be removed and handed over to the customer for disposal.
6. Will record all MAC/IP addresses and locations of the newly installed speakers.

Glen View Elementary

Part #	Description	Quantity	Cost	Extended Cost
IP-SDMF	Atlas Indoor Speaker	33	$ 1,079.35	$ 35,618.44
IP-SEST-SD	Surface Mount Indoor Speaker	33	$ 79.60	$ 2,626.80
IP-HVP	Atlas Outdoor Speaker	19	$ 824.08	$ 15,657.52
IP-SEST-HVP	Surface Mount Outdoor Speaker	19	$ 262.65	$ 4,990.41
Misc Material	Cabling	1	$ 2,172.50	$ 2,172.50
Labor	Installation	1	$ 18,875.00	$ 18,875.00
			Subtotal	$ 79,940.67
			Tax (9.13%)	$ 5,575.30
			Shipping	$ 883.40
			Total	$ 85,515.97

A. Pricing assumes work with free and clear access.

B. This pricing is valid for 60 days.

C. The information in this quote is confidential, and proprietary, and cannot be shared with others without written permission from EKC.

D. This quotation is based on work being performed during normal working hours. Normal working hours are from 6:00 AM to 6:00 PM, Monday through Friday excluding **EKC** holidays.

E. Costs for additions and changes after initial cabling begins will be based on material cost plus actual labor (Time and Material).

F. EKC provides a one-year warranty of the work described in the SOW, In the event of a return trip for repairs for work not done by EKC will have a minimum of 4-hour return trip charge.

G. Net 30 days from the date of the invoice, unless otherwise stated.

Project Management

For EKC, every project has a Project Manager no matter what the size. This ensures that our customers have a single point of contact, we meet our commitments, and our quality standards are met. Excellent communication and customer satisfaction are our goals.

Start/Completion Date

EKC will work meet our customers' needs. EKC reserves the right to adjust start and completion dates due to changes in scopes of work, issues that are beyond our control and in the event of acts of nature.

Testing and Certification Procedures

EKC installs, terminates, and tests all new cabling based on standards and practices set forth by Telecommunications Industry Association (TIA). Testing is done with the best and most current testers available. EKC obligation is not complete until all new installed cabling is tested and certified with a "pass" result. Upon request, soft and/or hard copies of all test results are available.

Prevailing Wage

When applicable, EKC will meet the State of California Prevailing Wage requirements.

Employee Background Check

All EKC employees are subjected to and must pass a drug screening test and background check prior to employment. EKC will supply a list of any subcontractors being considered prior to commencement of any work by subcontractor. All subcontractors used by EKC must also have a drug screening test and background check of its employees to qualify as an EKC subcontractor.

Clean Up/Maintenance

EKC will clean premises daily and will remove debris as necessary so that property is maintained in a safe and orderly manner. At scope of work completion, EKC will remove all our debris and equipment so that property is left in a finished condition.

Licenses

EKC Systems is licensed by the California Contractor State License Board in the following categories: License #916095 - Class C-10 (Electrical), Class C-7 (Low Voltage)

Building Standards

EKC will properly support and secure all new cabling and equipment as required by the State of California. EKC will use existing and/or install new means of support to properly secure cabling and equipment as EKC deems necessary to meet the current State of California Building Standards Code. EKC will use appropriate method of supporting and securing cable depending on the environment which will include but not limited to the following methods: J-Hooks, zip ties, Velcro, staples, clamps, fastened stringers, concrete and/or wood fasteners, straps, or other industry approved methods. EKC will install adequate service loops where appropriate to allow for potential repair and splicing of cables. For more information about California Building Standards Code, visit www.bsc.ca.gov/Home/Current2013Codes.aspx.

Insurance

EKC maintains standard General Liability, Workman's Compensation, and Vehicle insurance. When requested, EKC will email documentation for proof of insurance within 5 days of quotation acceptance. No other additional insurance or bond is included in this quotation. If requested, EKC can provide an estimate to secure other required insurance and/or bonding coverages necessary to complete EKC scope of work.

Thank you for the opportunity to price this project, and please do not hesitate to call me with any questions or concerns.

Regards,

Dave Gupton
510-750-5147
Sr. Project Manager
EKC

ACCEPTANCE:

Customer Name:
Customer Title
Date
Signature _____

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

BOOK 808 | PAGE 15

4a

1" = 100'

799 / 23

799 / 24

TRA DET. MAP 277

LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2021–2022


WREN AVE
3RD ST
SANTA THERESA DR

BOOK 790 | PAGE 51

TRACT No. 8750

4

1" = 100'

HIRASAKI AVENUE

CARNATION LANE

MARIGOLD LANE

FUCHSIA CT.

DRIVE

MANTELL I

ZINNIA

HIRASAKI COURT

HIRASAKI STREET

VIOLET — — — WAY

TRACT No. 8751

59

54

PCL. A

1.55 AC

PCL. B

5.97 AC. (TOTAL)

GILROY UNIFIED SCHOOL DISTRICT

P.M.669–M–47

TRA DET. MAP 276

LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code Sec. 327.
Effective Roll Year 2021–2022

MEMORANDUM OF UNDERSTANDING

BAY AREA COMMUNITY HEALTH
40910 Fremont Blvd., Freemont, CA 94538

AND

GILROY UNIFIED SCHOOL DISTRICT
438 W. 8th St., Gilroy, CA 95020

This Memorandum of Understanding (MOU) is executed by and between Bay Area Community Health (hereafter "BACH"), a California nonprofit corporation, and the Gilroy Unified School District (hereafter "GUSD"), a political subdivision of the State of California.

PURPOSE

WHEREAS, GUSD operates comprehensive school and other educational programs throughout its jurisdiction in the County of Santa Clara, and;

WHEREAS, BACH is a lawfully organized and existing nonprofit 501(c)(3) corporation in good standing in the State of California licensed by the State Department of Public Health, Licensing and Certification Division, and provides a comprehensive range of primary care services to individuals and families in the San Francisco Bay Area, and;

WHEREAS, BACH desires to operate a health clinic to provide health care services to students and members of surrounding communities during the school session, holidays and other approved GUSD shut down periods. BACH will provide them with on-site and in-class access to school-based comprehensive healthcare services, including physicals, sports physicals, immunizations, sick visits, family planning, dental screening, and comprehensive dental services, vision screening and comprehensive vision services, behavior health support and linkages to behavioral health services, case management, referrals, translation/interpretation, health insurance eligibility assistance, health education, mobile clinics, Medi-Cal enrollment, connection to food and housing stability, food distribution, and wellness classes, at a location within GUSD's property.

WHEREAS, GUSD desires to provide space and facilities to BACH at GUSD site for that purpose and subject to the terms and conditions herein.

NOW THEREFORE, the Parties hereby agree as follows:

I. Scope of MOU

A. This MOU forms the basis of mutual understanding and respective responsibilities between GUSD and BACH for providing health care services to registered students and surrounding communities at the site specified below.

B. BACH desires to operate a health clinic, and GUSD agrees to allow BACH to use designated space at the following GUSD school site: Glen View Elementary School, located at 438 W. 8th Street, Gilroy, CA 95020 (individually a "Site") for the purpose of BACH's health clinic.

C. BACH shall have exclusive use of and physical control over the Site. Nothing herein shall be deemed or construed to grant GUSD access to BACH's or any patient's confidential records maintained on-Site or at any other location.

D. This MOU will be effective for five years, beginning on April 1, 2024. Renewal of this MOU for any additional time will be subject to the conditioned upon renewal or extension agreement signed by GUSD and BACH. This MOU can be terminated by either party with or without reason upon thirty (30) days written notification to the other party.

E. GUSD shall not be obligated to pay, and BACH shall not be entitled to receive from GUSD, any compensation, remuneration, or reimbursement of any kind from GUSD in connection with the provision of services, materials, or products as specified herein.

F. BACH acknowledges and agrees that this MOU is not a lease, and it shall not be construed as a lease or as otherwise granting to BACH any right to occupy any designated space within the Site.

II. ROLES AND RESPONSIBILITIES OF SCHOOL SITE (GUSD)

A. During the Term of this MOU, GUSD will provide a clinical space area at the Site for BACH's health care clinic (the "Clinic Space").

B. The Clinic Space, utilities, and routine maintenance and janitorial services will be provided (during GUSD's normal operating hours) and extended by GUSD at no cost to BACH.

C. Nothing herein shall obligate GUSD to incur any expense or liability in connection with readying or preparing the Clinical Space areas at the Site for BACH's use or in connection with BACH's health clinic at the Site. BACH acknowledges and agrees that it has inspected the Clinic Space at the site and has determined or will determine that the Clinic Space at the Site is suitable for the operation of BACH's health clinic, including but not limited to running water, and sufficient sinks, and toilet facilities. If, in BACH's sole discretion, it is determined that the Site is not suitable for operations, BACH shall request authorization of GUSD to upgrade said clinic.

D. GUSD shall provide BACH with access to the Site after GUSD's normal operating hours.

E. GUSD shall secure authorization from parents for treatment, health maintenance, primary medical care, and counseling as required by regulatory standards as well as to comply and maintain confidentially of records for minor student patients for sensitive services (family planning service counseling and treatment programs) as required by local and state public health regulatory standards and regulations.

F. GUSD shall work in partnership with BACH to develop and support a coordinated and integrated system of care that offers universal access to a continuum of supports (e.g., medical, behavioral health, health education, youth development) that aligns with the Health and Wellness plan for BACH's school health service delivery model.

G. GUSD will work closely with BACH providers on campus and in the community to ensure smooth, comprehensive support for students that are responsive to their needs, especially health, behavioral health, and afterschool providers.

H. GUSD will work with BACH's Leadership staff to coordinate service delivery to ensure collaboration and minimize overlap with other service providers.

I. GUSD shall provide a designated staff person responsible for implementing and maintaining communication with BACH in a timely and regular manner.

J. GUSD will provide an orientation for BACH and staff who will be on site, and shall provide necessary orientation materials on the school: map, bell schedule, room list, etc.

K. GUSD shall provide school policies and procedures, including but not limited to consent and confidentiality policies.

L. GUSD will facilitate the completion of all required paperwork necessary for on-site service provision.

M. GUSD will notify BACH, as soon as known, of any schedule change that will interfere with the provision of services.

N. GUSD will collaborate with BACH to determine the student referral process and criteria for student referral.

O. GUSD will organize and facilitate a meeting with BACH and Site staff at least quarterly to monitor and evaluate services being provided.

P. GUSD shall not be required to incur any expense or cost to alter, upgrade, or modify the Clinic Space for the benefit of BACH or to meet the requirements of any change in applicable law or regulations regarding such space(s). BACH

shall obtain, at its sole cost and expense, any required permit or license for the operation of its health clinics at all of the Sites.

Q. GUSD will cooperate with BACH in notifying and contacting parents and guardians as necessary to seek required authorizations from parents for treatment, health maintenance, primary medical care, and counseling for minor-age students as may be required by applicable state or federal law or regulations. However, nothing herein shall require GUSD to incur any extraordinary expense in such cooperative efforts, nor shall this MOU require GUSD to disclose any confidential information to BACH.

R. GUSD will provide access to GUSD's student information system to allow BACH staff to be kept informed on student class schedules, attendance, and parent/guardian contact information to address healthcare status.

S. GUSD will designate an email account within the school district for BACH staff to receive e-mail regarding distribution of school information (i.e., testing, bell schedule changes, calendar of events, informational events, and school activities).

T. GUSD shall permit BACH to store and use pharmaceuticals at the Clinic Site. GUSD and BACH will mutually agree upon the list of pharmaceuticals stored and used at the Clinic Site. Examples of necessary medications that could be used and stored include vaccinations, emergency respiratory and cardiac medications, injectable contraceptives, and drug/poison antidotes.

III. ROLES AND RESPONSIBILITIES OF BACH

A. BACH will provide primary care services including medical, diagnostic, health maintenance, comprehensive physicals, health screenings, rehabilitation services, mental health counseling, dental, preventative health education, and health referrals by licensed personnel under the guidance and direction of the BACH medical director and BACH management. BACH shall upon GUSD's request, promptly provide GUSD proof of current medical licenses of responsible BACH employees, volunteers, and contractors.

B. BACH's services shall be provided on a sliding-fee schedule discount basis to students and other patients, subject only to BACH's ability to seek and recover reimbursement for its services through the student's/patient's insurance if any, or through local, state, or federal programs including but not limited to Medi-Cal or Medicaid. No discounts may be provided to patients with incomes over 200% of the Federal poverty guidelines. No patient will be denied health care services due to an individual's inability to pay for BACH's services, and any fees or payment required by BACH may be reduced or waived.

C. The hours of operation of the health clinics shall be on a schedule to be agreed between GUSD and BACH. BACH shall provide sufficiently and adequately trained staff at the Clinic Site during all operating hours. BACH acknowledges and agrees that GUSD reserves the right in its sole discretion to restrict or prohibit access to the Site in emergencies and as may otherwise be required for the safety of students and staff at the Site.

D. BACH shall provide the appropriate medical equipment, medical supplies, medical records, and health literature to maintain, manage, and administer the Clinic Site effectively.

E. BACH will provide their own security to secure the Clinic Site, and will grant any necessary access to GUSD.

F. BACH shall provide network infrastructure, including IT and telecommunications connectivity and support for phones, network security, and Internet access.

G. BACH shall maintain student and patient confidentiality at all times and ensure that each health clinic meets and complies will all applicable local, state and federal regulatory standards, policies, rules, and public laws related to public health delivery, the confidentiality of records, and health maintenance, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy requirements, applicable provisions of the California Education Code, and the Family Educational Rights and Privacy Act of 1974. Except for the limited purpose of seeking reimbursement for the costs of services as expressly provided herein, BACH shall not use information learned about GUSD student(s) for gain or profit or any other purpose.

H. BACH shall provide and extend public health benefits programs to all eligible students as appropriate, including Healthy Kids, CHDP, Medi- Cal, Gateway, Family PACT, HIV/AIDS Testing and Counseling, Immunizations, and other program public benefits as appropriate to recover public funds as indicated.

I. BACH shall obtain and maintain in full force and effect at all times during the Term of this MOU all insurance required under this MOU.

J. BACH shall at all times abide by all GUSD and School Site policies, regulations, conditions, restrictions and requirements which GUSD (by and through the Superintendent or his/her designated representative) may, from time to time, impose upon BACH in connection with the use of any or all of the Clinic Site including but not limited to accessibility to the Clinic Site, hours of operation, parking, and prohibited conduct; BACH understands and agrees that State law and GUSD policy prohibit the possession, use or consumption of alcohol and tobacco products at the Site. At all times, BACH shall conduct its operations and provide its services so as not to interfere with or disrupt the educational program and services provided by GUSD at the Site.

K. BACH shall not discriminate against any person based on race, color, religion, age, sex, gender, actual or perceived sexual orientation, national origin, disability as defined by the Americans With Disabilities Act, or veteran's status in connection with the provision of any services under this MOU, and shall not discriminate against any employee or applicant for employment, nor against any consultant or independent contractor based on race, color, religion, age, sex, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA, or veteran's status.

L. Except for GUSD's routine maintenance as specified above, BACH shall at all times be responsible for maintaining the Clinic Space in good condition and repair. At the expiration or earlier termination of this MOU, BACH shall return the Clinic Space to its original condition, reasonable wear and tear excepted.

M. BACH shall not make any alterations or modifications to the Clinic Space without the prior written consent of GUSD.

N. BACH agree to work with GUSD staff in any interactions with the California Division of the State Architect, relative to the alteration of any facilities.

O. BACH will be fully responsible for securing the Site upon closing each day of operation only during the Holiday or GUSD-approved shutdown period. This includes, but not limited to, locking all doors and gates, and setting all alarms.

P. BACH will be fully responsible for the maintenance and janitorial services of the clinic space during any GUSD-recognized Holiday or other GUSD-approved shut down period.

Q. BACH will submit the emergency contact information to GUSD and Site staff.

R. BACH will designate someone from BACH to act as a liaison in a timely and regular manner and notify GUSD and Site of staff changes.

S. BACH shall obtain approval from GUSD and the Site to provide or coordinate any activities outside the scope of the agreed upon services.

T. BACH shall maintain a standard of professionalism and behavior consistent with the expectations of GUSD.

U. BACH will submit documentation of all students seen, except as limited by confidentiality.

V. BACH shall, as mandated reporters, submit reports to Children and Family Services (formerly CPS) as necessary. BACH must maintain copies of these reports. As a courtesy to GUSD and in the spirit of collaboration, BACH is requested but not mandated to notify the School Site Administrator when a CPS report has been filed (though not as to the content).

IV. INDEPENDENT CONTRACTOR

BACH and its officers, employees, volunteers, and staff shall at all times during the Term of this MOU be construed to be an independent contractor. Nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow GUSD to exercise discretion or control over the professional manner in which BACH and its staff and employees and contractors perform the services which are the subject matter of this MOU; provided, however, that the services to be provided by BACH shall at all times be provided in a manner consistent with all applicable standards and regulations governing such services.

V. COMPENSATION

No funds will be exchanged per this Agreement

VI. INDEMNIFICATION

BACH shall indemnify, defend, and hold harmless GUSD, its officers, Board members, agents, employees, and volunteers from and against any claims, liabilities, and losses of any kind (including but not limited to claims for personal injury, property damage or losses or damages of any kind) accruing or resulting to any persons, firms, or corporations which arise from or in connection with the activities of and services rendered by BACH and its officers, agents, contractors, employees, and volunteers at the Sites under this MOU. The indemnification obligations outlined in this MOU shall survive the expiration or earlier termination of this MOU.

VII. INSURANCE

A. BACH shall procure before the commencement of any services at the Site, and maintain for the Term, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services to be provided at the Site by BACH and its employees, agents, volunteers, officers, directors, representatives, contractors, and consultants.

B. Minimum Scope and limits of Insurance: Coverage shall be at least as broad as the following scopes and limits:

   a. Commercial General Liability. Limits of $1,000,000/$2,000,000 per claim/occurrence for bodily injury, personal injury, and property damage.

   b. Commercial Automobile Liability, Any Auto. Limits of $1,000,000/$3,000,000 per claim/occurrence for bodily injury and property damage.

   c. Workers' Compensation. Statutory limits required by the State of California.

   d. Employer's Liability. One million dollars ($1,000,000) per accident for bodily injury or disease.

   e. Professional Liability/Malpractice. One million dollars ($1,000,000) aggregate limit subject to no more than Fifty thousand dollars ($50,000) per claim deductible.

C. BACH shall maintain the insurance above in effect at all times during the term of this MOU and, before occupying the Site, BACH shall provide GUSD with proof of insurance as specified herein. Certified policy endorsements are specifying that GUSD will be notified at least thirty (30) days before cancellation, non-renewal, or material change of any such policy.

VIII. CONFIDENTIAL INFORMATION OF BACH

BACH is required to obtain parent/guardian permission before receiving student data.

A. GUSD is responsible for obtaining informed written consent for the information they share with BACH and other third parties, and BACH is responsible for obtaining informed consent for the information they share with third parties.

B. BACH will receive data from GUSD only after receiving evidence from GUSD of parent or guardian written consent to such data sharing. BACH will obtain written approval from GUSD as to the form and content of the consent.

C. BACH will receive data only from students whose parents and guardians have provided written consent to GUSD.

D. All communication between BACH and student will be held in strict confidence unless the student's parent or legal guardian provides written permission to release information to another entity. There are however limits to confidentiality based on California State Laws. Exceptions to confidentiality include if a student presents as a danger to themselves or to others, or suspected harm or abuse to a child under the age of 18. In either of these cases, BACH is legally obligated to contact the relevant authorities.

E. BACH will maintain safeguards for confidentiality and anonymity, to analyze data, and to clean data from shared server at the end of the agreement period.

IX. STAFF QUALIFICATIONS

A. BACH will assume all responsibility for ensuring that all individuals employed to provide services per this agreement have the appropriate qualifications and/or licenses/certificates. BACH shall not employ, contract with, or allow any volunteer at the Site who has been convicted of a violent or serious felony (as those terms are defined in Education Code section 45122.1(c)(1). BACH shall not employ, contract with, or allow any volunteer at any Clinic Site any person who has been convicted of any sex offense as defined in Education Code section 44010.

B. BACH shall require all of its employees, contractors and volunteers to submit to the fingerprinting, background check and testing requirements under State and federal law including but not limited to the fingerprint requirements in Education Code section 45125.1, and obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for Service Provider's employees and volunteers. Notwithstanding the restrictions on sharing and destroying criminal background check information, BACH, upon demand, shall make available evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. BACH is required to retain the evidence with its "Custodian of Records", as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

C. BACH shall require all of its employees, contractors and volunteers, or other persons which BACH desires to use or train at the Site to submit to the testing requirements in Education Code section 49406 (tuberculosis), and the Activity Supervisor Clearance Certificate requirements in Education Code section 49024. Verification of compliance with this section shall be provided in writing to GUSD prior to BACH's activities at the Site or program and prior to any BACH employee's/contractor's/volunteer's presence at the Site.

D. It shall be the responsibility of BACH to ascertain from, and comply with, GUSD's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

E. BACH shall comply with all applicable federal, state, local, and GUSD laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety.

F. In furtherance of these requirements, BACH agrees to provide to GUSD a list of all staff, employees, contractors, and volunteers at the Site. No such staff person, employee, contractor, or volunteer shall be present at the Site unless and until GUSD has received the written certifications required herein. Notwithstanding any other provision in this MOU, BACH's failure to abide by these provisions shall be grounds for immediate termination of this MOU without notice by GUSD.

X. MANDATED REPORTING REQUIREMENTS

A. BACH hereby agrees to train all staff members, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child, and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written notice acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to GUSD upon request.

B. BACH agrees to provide training to all employees regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. Service Provider agrees that its obligations to report incidents of abuse or neglect to GUSD are in addition to, and not in lieu of, BACH's obligation to immediately report suspected abuse or neglect to the appropriate public authorities; a written report should be submitted within 36 hours (PC 11166(a)). BACH shall maintain confidential records of any report of suspected child abuse and shall inform GUSD by facsimile or email within twenty-four (24) hours (and followed up with U.S. mail) of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member.

C. BACH shall notify GUSD of general concerns regarding the health and safety of a student that may impact the student's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

XI. INCIDENT/ACCIDENT REPORTING

BACH shall notify GUSD within twenty-four (24) hours of learning of any significant accident or incident. BACH shall also properly submit required accident or incident reports within one (1) business day.

XII. ENTIRE AGREEMENT

All of the agreements between the parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed here in writing and no change or waiver or of any provision hereof shall be valid unless made in writing and executed in the same manner as the act.

XIII. ASSIGNMENT

BACH shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of GUSD. Any assignment of this Agreement by the Service Provider with the approval of GUSD shall be subject to the terms and conditions hereof and to the rights of GUSD contained in this Agreement. No transfer or assignment of this Agreement by BACH shall release it from its obligations hereunder.

XIV. MODIFICATION OF AGREEMENT

This Agreement may not be modified, or altered except by written instrument executed and approved in the same manner as this Agreement.

XV. LAWS AND REGULATIONS

Articles and services covered by this Agreement must comply with applicable Federal, State, and Local Laws, ordinances, and other law requirements which are in effect at the day and year first herein about written. If any term or provision of this agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

XVI. NON-DISCRIMINATION

BACH agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

XVII. NOTICE

Any notice pursuant to this MOU shall be deemed given immediately when personally delivered or three (3) business days after deposited in certified mail, all charges prepaid and addressed as specified below.

Addresses for purpose of giving notice are as follows:

Gilroy Unified School District
_____
_____

_____
_____
Phone: _____
Fax: _____
Email: _____

Bay Area Community Health
40910 Fremont Blvd.
Fremont, CA 94538

Zettie D. Page III, MD, Ph.D., MBA
Chief Executive Officer
Phone: (510) 252-5882
Fax: (510) 657-8449
zpage@bach.health

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

_____ Date: _____
_____
_____
_____

_____ Date: _____
Zettie D. Page III, MD, Ph.D., MBA
Chief Executive Officer
Bay Area Community Health

ACCESSIBLE PERIMETER CLASSROOM, LIBRARY AND MPR WINDOWS

Windows a member of the public could walk up to and look in with out barrier, or entering a secure campus perimeter

SUMMARY OF ACCESSIBLE WINDOWS

SCHOOL	CLASSROOM LOCATIONS
Eliot Elementary	First floor classrooms 102, 104, 106 and 107 along 7th street, kindergarten classrooms K-2 and K-3 at front parking lot on Old Gilroy St.
Glen View Elementary	Library windows facing the parking lot on 9th street.
Las Animas Elementary	First floor classroom 107-112 along the drop off lane of the Cimino St. Parking lot, and kindergarten D1, D2, D3 and D4 classrooms facing the parking lot next to the SPED playground.
Luigi Aprea Elementary	Classrooms 5-9, 10-13, 14-18 and 19-21 (4 buildings) facing Red Hawk Drive and Calle Del Rey and the MPR facing the parking lot on Calle Del Rey.
Rod Kelley Elementary	K1 and K2 classrooms facing Kern Ave. between admin and the library parking lot. Portable classrooms 1-4 facing the library parking lot drop off lane. Classrooms 61, 62 and 63 along the drop off lane of the parking lot facing Kern Ave. Two Power School portable buildings in the parking lot by Culp Dr.
Christopher High School	Classrooms in the A and B wings at front of school, classrooms in E wing along Cougar Court, and the library facing the parking lot and pool.
GECA	All classroom windows are accessible once on the Gavilan campus.

ELIOT ELEMENTARY



Kindergarten classrooms K-1 and K-2 facing the parking lot on Old Gilroy.



First floor classrooms 102, 104, 106 and 107 facing 7th street.

GLEN VIEW ELEMENTARY



Library windows facing the parking lot on 9th street

LAS ANIMAS ELEMENTARY



Classrooms 108, 110 and 112, facing the drop off lane of the parking lot on Cimino St.



Classroom 107 facing Charles Lux Dr.

LAS ANIMAS ELEMENTARY





Kindergarten classrooms D1, D2, D3 and D4 facing the parking lot on Cimino St. Includes one set of windows on the side of D4 facing the admin building.

LUIGI APREA ELEMENTARY







Classrooms 5-21, across 4 separate buildings, facing Red Hawk Drive and Calle Del Rey and the MPR (not pictured) facing the parking lot on Calle Del Rey.

ROD KELLEY ELEMENTARY



K-1 & K-2 classrooms facing Kern Ave next to the Admin building.



Portable classrooms 1, 2, 3 & 4 next to the drop off lane of the library parking lot.

ROD KELLEY ELEMENTARY



Classrooms 61, 62 and 63 along the drive aisle of the parking lot facing Kern Ave.



Power School Portable buildings (formerly Champions) on the Culp Dr. side of the main parking lot.

CHRISTOPHER HIGH SCHOOL



Classrooms in A wing to the left of the main entrance



Classrooms in B wing to the right of the main entrance.

CHRISTOPHER HIGH SCHOOL



Classrooms in E wing along Cougar Court



Library facing the Cougar Court parking lot and pool.

GECA



All classrooms windows are accessible once on the Gavilan campus

SCHOOLS WITH OUT ACCESSIBLE CLASSROOM WINDOWS

El Roble Elementary

- All classroom, library, and MPR windows are within the perimeter fence.
- The admin office and nurse windows are accessible from the exterior public area.

Rucker Elementary

- All classroom, library, and MPR windows are within the perimeter fence.
- The Admin front door and sidelight area accessible from the public area.

Brownell Middle School

- All classroom, library, and MPR windows are within the perimeter fence.
- The outer of two admin office front doors and sidelights are accessible from the public area.

Solorsano Middle School

- All classroom, library, and MPR windows are within the perimeter fence.
- The admin office front door and sidelights are accessible from the public area.

South Valley Middle School

- All classroom, library, and MPR windows are within the perimeter fence.
- The outer of two admin office front doors and sidelights and the office waiting area window is accessible from the public area..

Gilroy High School

- All building windows are within the perimeter fence.

Mount Madonna High School

- All building windows are within the perimeter fence.

GUSD

REQUEST FOR FACILITY MODIFICATION

SITE: El Roble Elementary **DATE:** 03/04/2023

REQUESTOR: Kenny Moreno, President Home & School Club (HSC)

FUNDING SOURCE: HSC / GUSD **PROJECT COST:** $10k-$12K

DESCRIPTION OF MODIFICATIONS(S): El Roble is in need of a new Marquee and requestes that the District contributes 1/2. Marquee is in poor condition, made worse by the work GUSD maintence staff when they grounded off the old paint, Structure is not lockable and can be easliy vandalized.

(Continue on additional pages, if needed)

HOW WILL THE IMPROVEMENT(S) CONTRIBUTE TO ONE OR MORE OF THE DISTRICT GOALS?

- *Creating rigorous and innovative learning spaces that deepen students' conceptual understanding.*
- *Building inclusive and safe schools that prioritize mental health and social-emotional well-being of all.*
- *Maximizing resources that provide equitable student support to achieve successful post-secondary outcomes.*

School & Community Pride, Neighborhood improvment.

(Continue on additional pages, if needed)

PRINCIPAL SIGNATURE: [signature] **DATE:** 3/05/24

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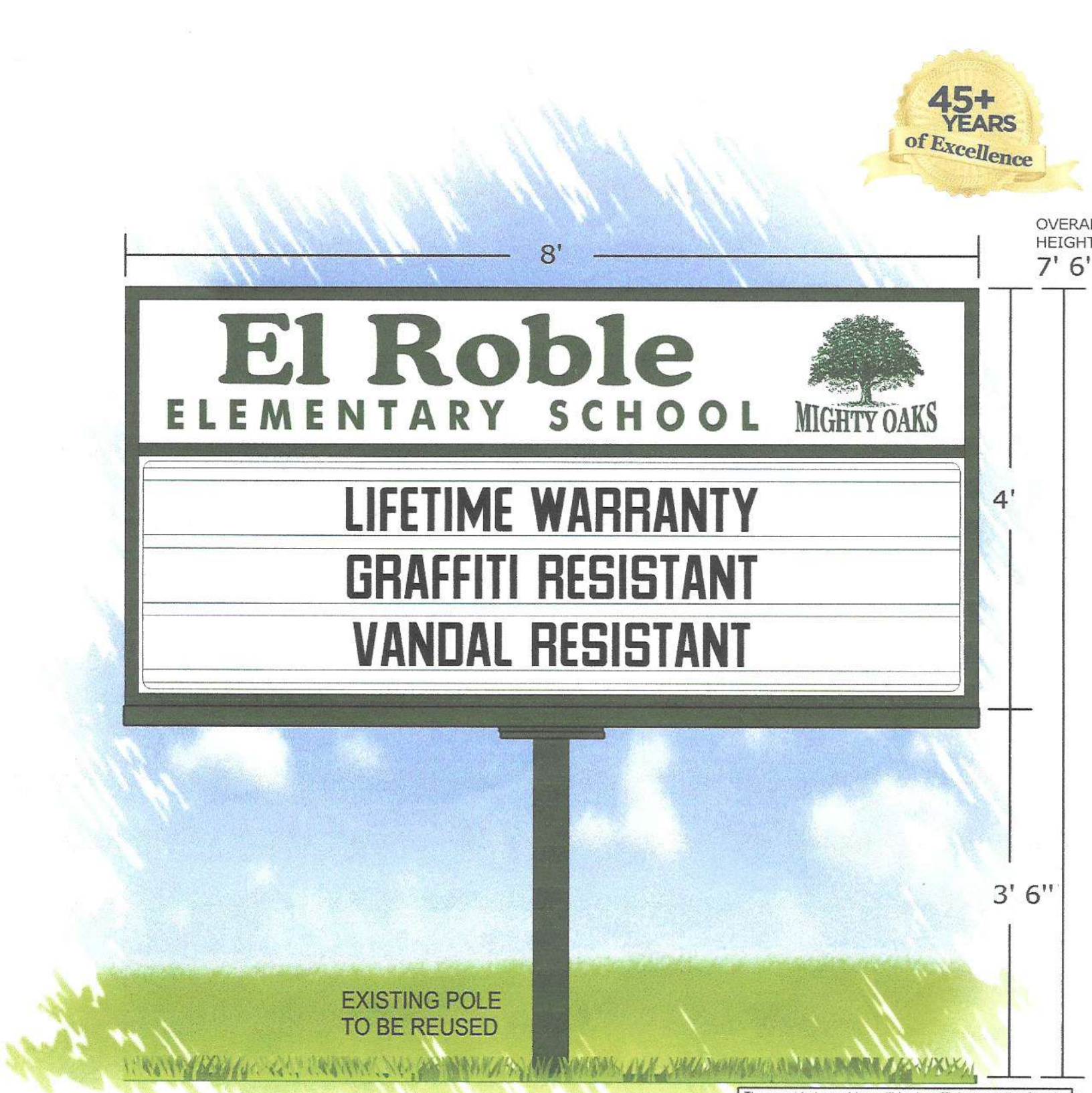
TO BE COMPLETED BY THE FACILITIES SUBCOMMITEE

DATE SUBMITTED: _____ FSC REVIEW DATE: _____

APPROVED_____ MORE INFORMATION NEEDED _____ DENIED _____

FSC COMMENTS: _____

FISCAL APPROVAL _____ DATE _____



The provided graphics will be insufficient quality for the manufacturing process. Please see our web site, http://www.stewartsigns.com/support-artwork.php or your consultant for a list of acceptable formats.

Announcer 48

Cabinet: 4' x 8'
Tracking: 3 Rows of 6" Letters
Mount: Single Pole

Cabinet Color: Holly Green
Face Color: White
Line Colors: Holly GreenBlack

Fonts: Cooper(b), Futura(b), Arial
Logos: elroblemightyoaks1, square

ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK BASED PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL, PAINT, OR LED COLOR. ARTIST'S RENDITION OF BRICKWORK, MASONRY AND LANDSCAPING IS NOT INCLUDED IN THE PROPOSAL. ANY MEASUREMENTS SHOWN ARE APPROXIMATIONS. DIMENSIONS OF FINAL PRODUCT MAY VARY. LED IMAGES SHOWN ARE SIMULATED TO REPLICATE RESOLUTION FROM OPTIMUM VIEWING DISTANCE. A STEWART SIGN IS DESIGNED TO BE ILLUMINATED AT ALL TIMES, AS IT INCREASES THE LIFE OF THE SIGN'S LIGHTING COMPONENTS. SKETCHES ARE BASED OFF OF THIS PREMISE.

APPROVED AS SHOWN.

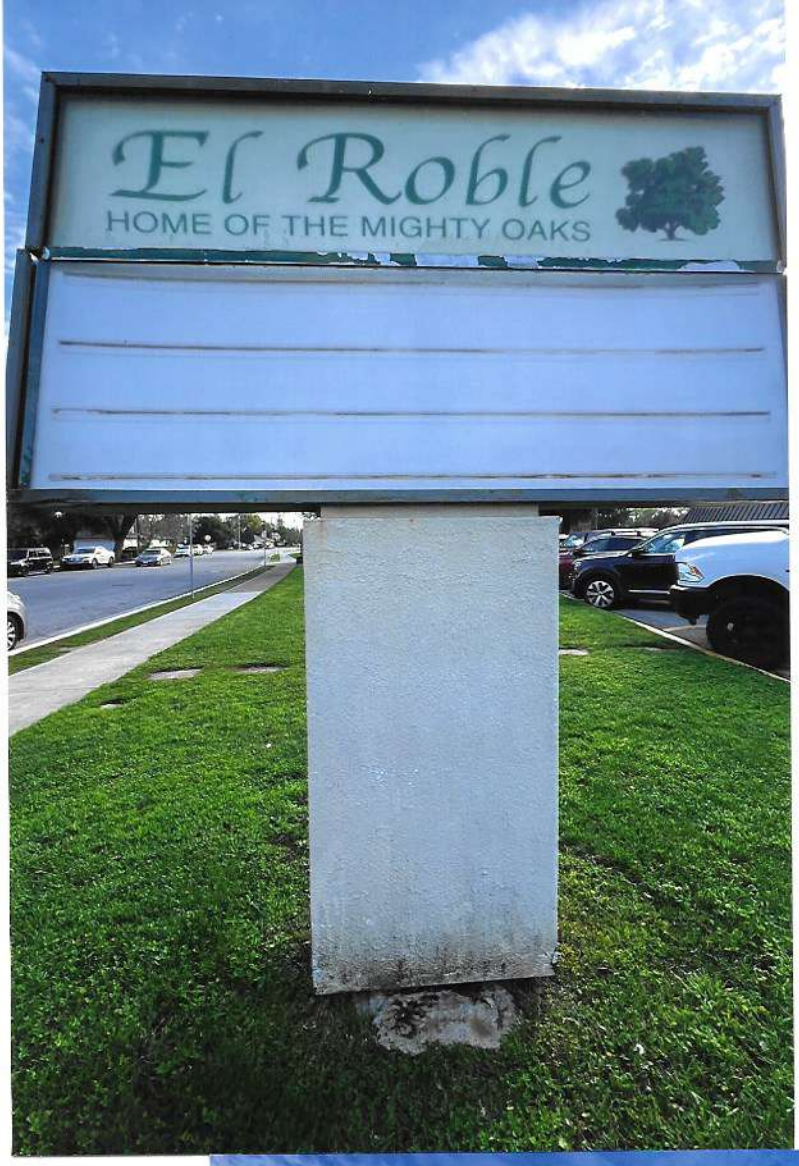
X _____ DATE _____ 1. _____

APPROVED WITH LISTED CHANGES.

X _____ DATE _____ 2. _____ 3. _____

stewartsigns
America's Premier Sign Company
1-800-237-3928 WWW.STEWARTSIGNS.COM

Sketch #304052 Customer #1652471
2/13/2024 Shay Einhaus -PROPOSAL-


El Roble
HOME OF THE MIGHTY OAKS




El Roble
HOME OF THE MIGHTY OAKS

5b

GUSD

REQUEST FOR FACILITY MODIFICATION

SITE: El Roble Elementary **DATE:** 03/05/2023

REQUESTOR: Kenny Moreno, President Home & School Club (HSC)

FUNDING SOURCE: HSC **PROJECT COST:** $1k-$2K

DESCRIPTION OF MODIFICATIONS(S): Messaging Center Parents can find in one location outside fenced area the upcoming events, news or activities for the whole month. Attached to in-ground posts.

(Continue on additional pages, if needed)

HOW WILL THE IMPROVEMENT(S) CONTRIBUTE TO ONE OR MORE OF THE DISTRICT GOALS?

- *Creating rigorous and innovative learning spaces that deepen students' conceptual understanding.*
- *Building inclusive and safe schools that prioritize mental health and social-emotional well-being of all.*
- *Maximizing resources that provide equitable student support to achieve successful post-secondary outcomes.*

School & Community Pride, Parent engagment and communication.

(Continue on additional pages, if needed)

PRINCIPAL SIGNATURE: Callie Epp **DATE:** 3/05/24

****

TO BE COMPLETED BY THE FACILITIES SUBCOMMITEE

DATE SUBMITTED: _____ FSC REVIEW DATE: _____

APPROVED_____ MORE INFORMATION NEEDED _____ DENIED _____

FSC COMMENTS: _____

FISCAL APPROVAL _____ DATE _____

sts - Green

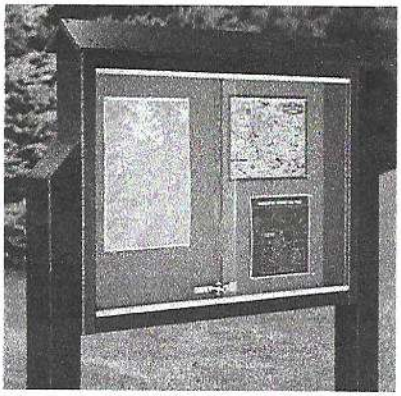








Message Center Sign with Posts - Green



More Images

Post instructions, directories or maps at parks or on camp trails.

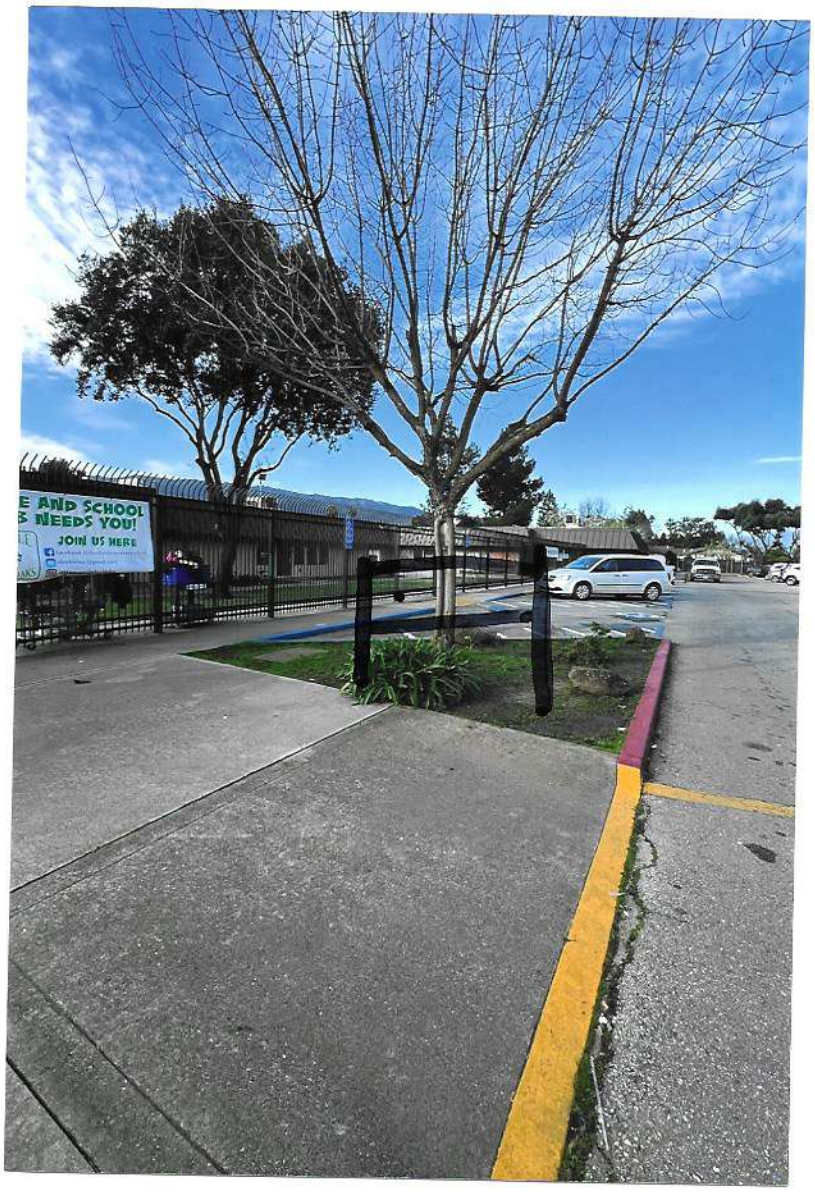
- Shatterproof, clear plastic windows with lock.
- Thick 1/4" corkboard.
- Recycled plastic frame and post are weather and graffiti resistant.
- Push Pins available.

SPECIFY COLOR:

MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH 1	PRICE EACH 3+	COLOR	IN STOCK SHIPS TODAY
H-2857G	Message Center Sign w/ Posts	43 x 6 x 100"	124	$880	$855	Green	1 ADD

SHIPS VIA MOTOR FREIGHT

+ Additional Info + Accessories + Shopping Lists Request a Catalog


E AND SCHOOL
S NEEDS YOU!
JOIN US HERE

GUSD

REQUEST FOR FACILITY MODIFICATION

SITE: El Roble Elementary **DATE:** 03/05/2023

REQUESTOR: Kenny Moreno, President Home & School Club (HSC)

FUNDING SOURCE: HSC **PROJECT COST:** $2,200

DESCRIPTION OF MODIFICATIONS(S): New HSC storage shed. To keep clean, safe and water tight our many items used for event, activities, and fundraising to support the students, staff and teachers of El Roble.

(Continue on additional pages, if needed)

HOW WILL THE IMPROVEMENT(S) CONTRIBUTE TO ONE OR MORE OF THE DISTRICT GOALS?

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- *Maximizing resources that provide equitable student support to achieve successful post-secondary outcomes.*

School & Community Pride, Safe and Secure Storage of HSC items/equipment.

(Continue on additional pages, if needed)

PRINCIPAL SIGNATURE: [signature] **DATE:** 3/05/24

****

TO BE COMPLETED BY THE FACILITIES SUBCOMMITEE

DATE SUBMITTED: _____ FSC REVIEW DATE: _____

APPROVED_____ MORE INFORMATION NEEDED _____ DENIED _____

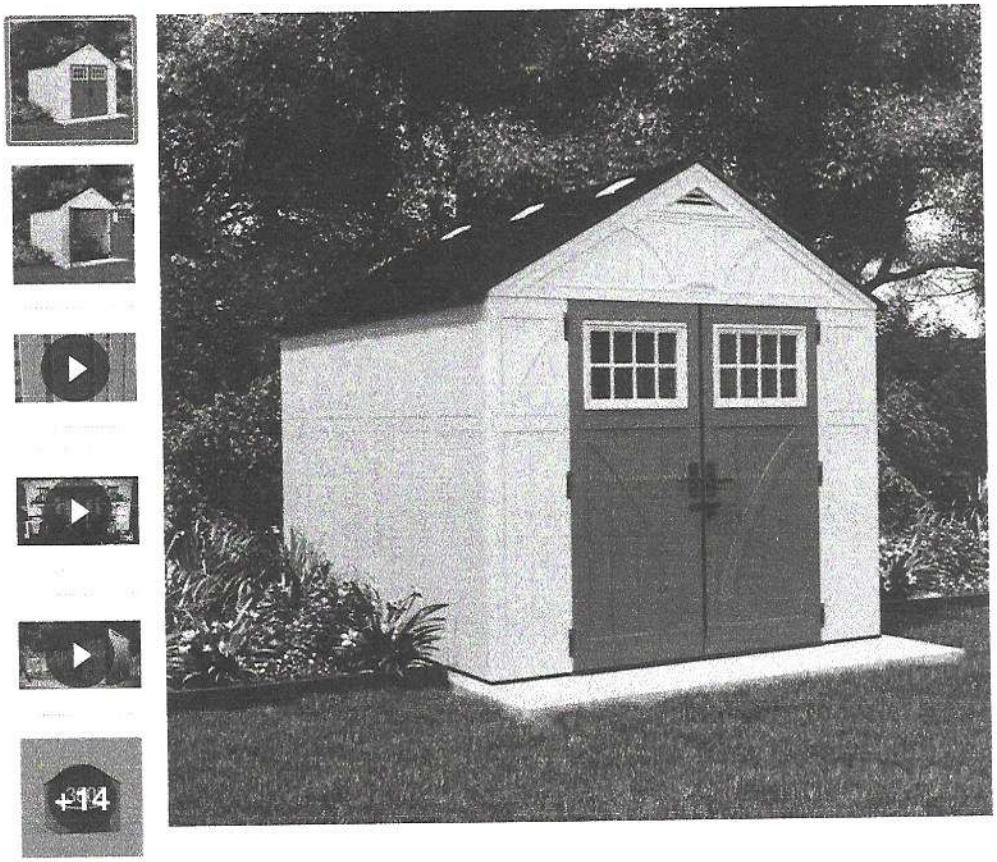
FSC COMMENTS: _____

FISCAL APPROVAL _____ DATE _____

Suncast

Tremont 8 ft. 4-1/2 in. x 10 ft. 2-1/4 in. Resin Storage Shed

4.5 (539) Questions & Answers (180)



Share Print

$1949.00

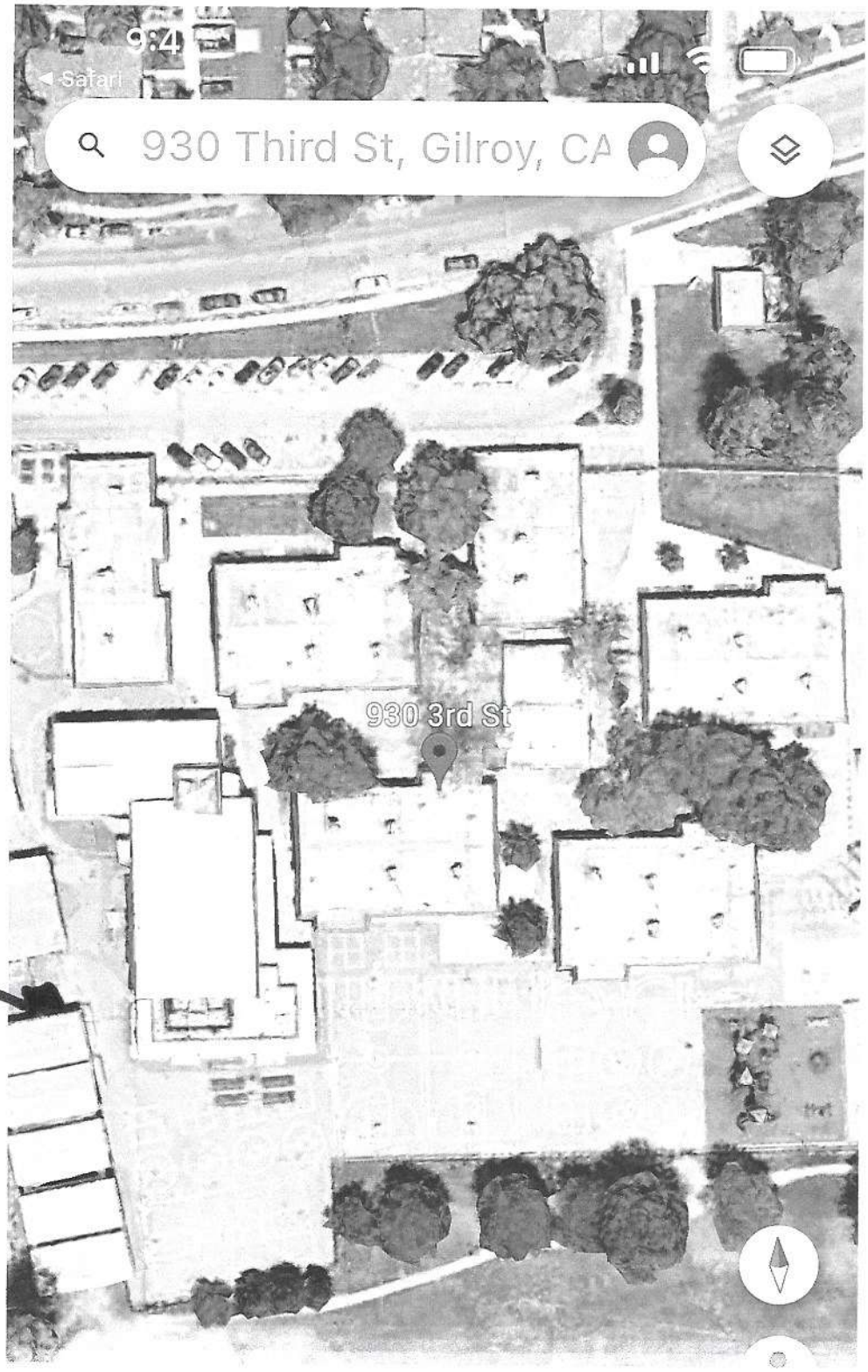
$325.00 /mo† suggested payments with 6 months† financing Apply Now

Pickup at Gilroy

Delivering to 95020

Ship to Store
Mar 14 - Mar 19

Delivery
Mar 13 - Mar 19



Location

GUSD

REQUEST FOR FACILITY MODIFICATION

SITE: El Roble Elementary **DATE:** 03/05/2023

REQUESTOR: Kenny Moreno, President Home & School Club (HSC)

FUNDING SOURCE: HSC **PROJECT COST:** $2,200

DESCRIPTION OF MODIFICATIONS(S): New P.E. equipment storage shed.
Requested by Custodian, Yard Duty and Teachers.

(Continue on additional pages, if needed)

HOW WILL THE IMPROVEMENT(S) CONTRIBUTE TO ONE OR MORE OF THE DISTRICT GOALS?

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- *Building inclusive and safe schools that prioritize mental health and social-emotional well-being of all.*
- *Maximizing resources that provide equitable student support to achieve successful post-secondary outcomes.*

School & Community Pride, Safe and Secure Storage of P.E. equipment.

(Continue on additional pages, if needed)

PRINCIPAL SIGNATURE: Cull Eyre **DATE:** 3/05/24

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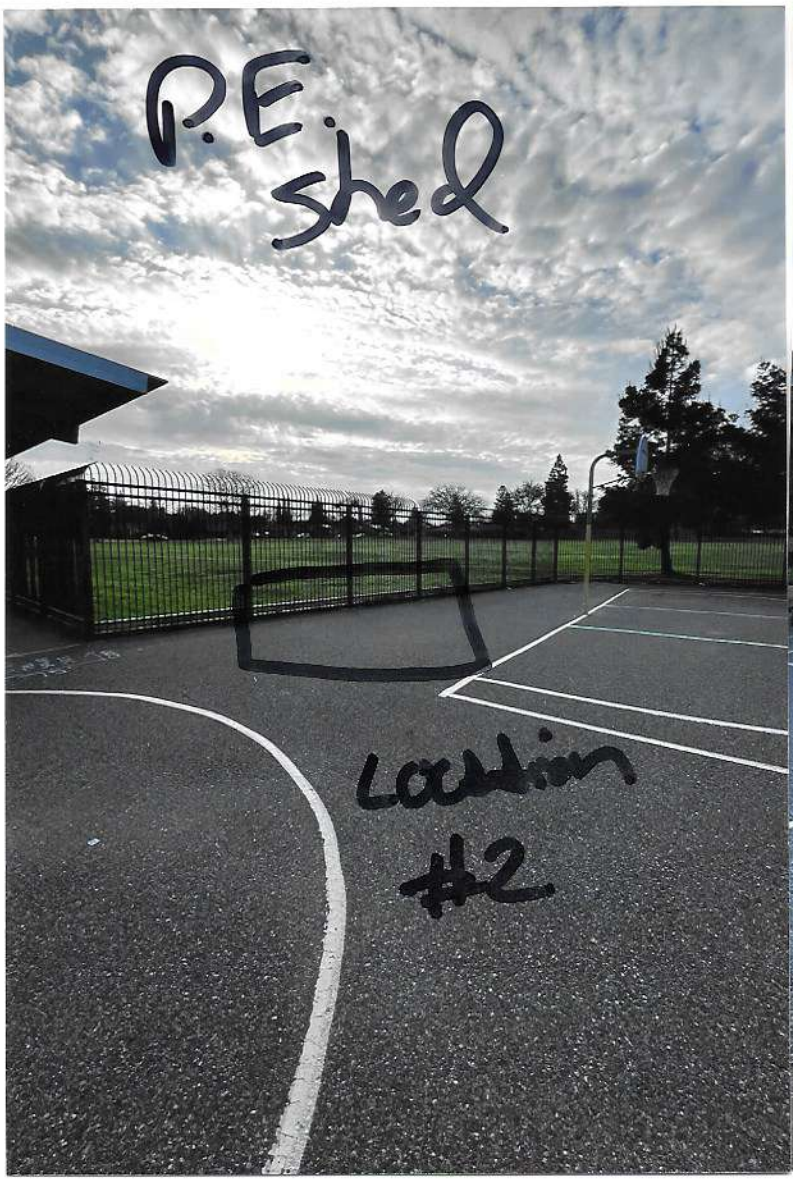
TO BE COMPLETED BY THE FACILITIES SUBCOMMITEE

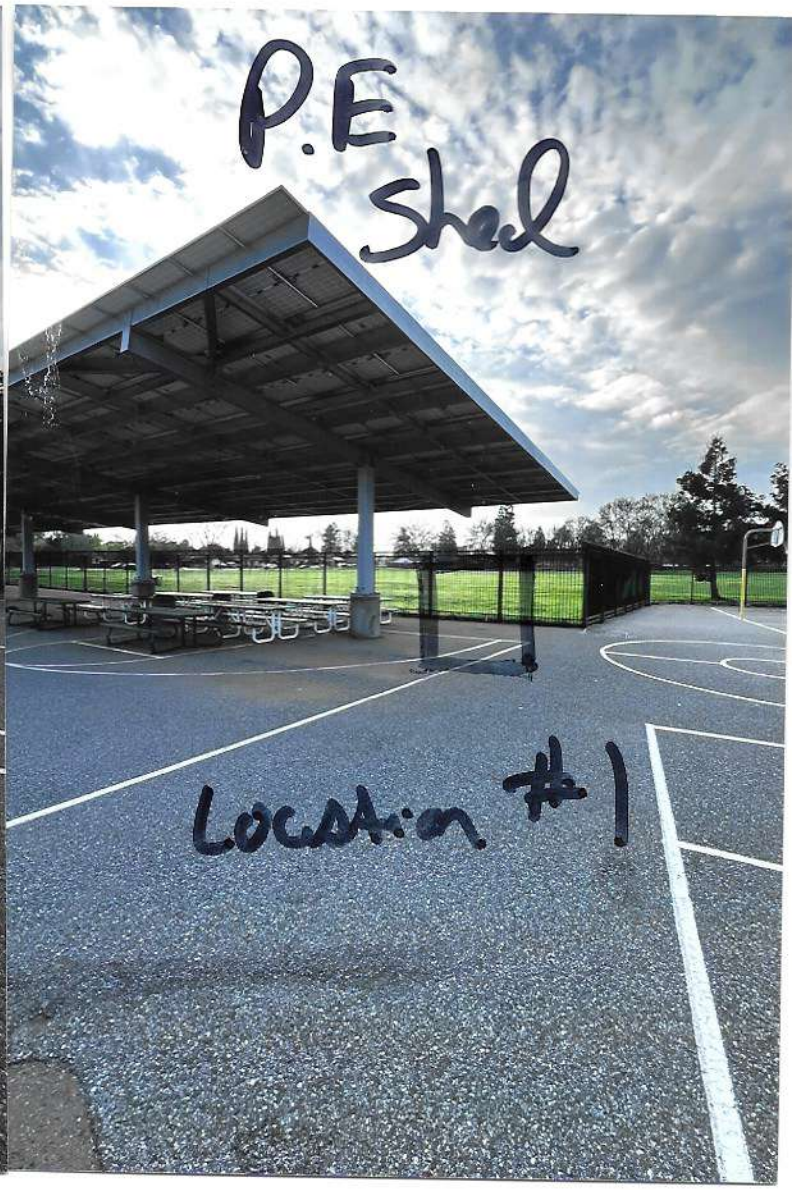
DATE SUBMITTED: _____ FSC REVIEW DATE: _____

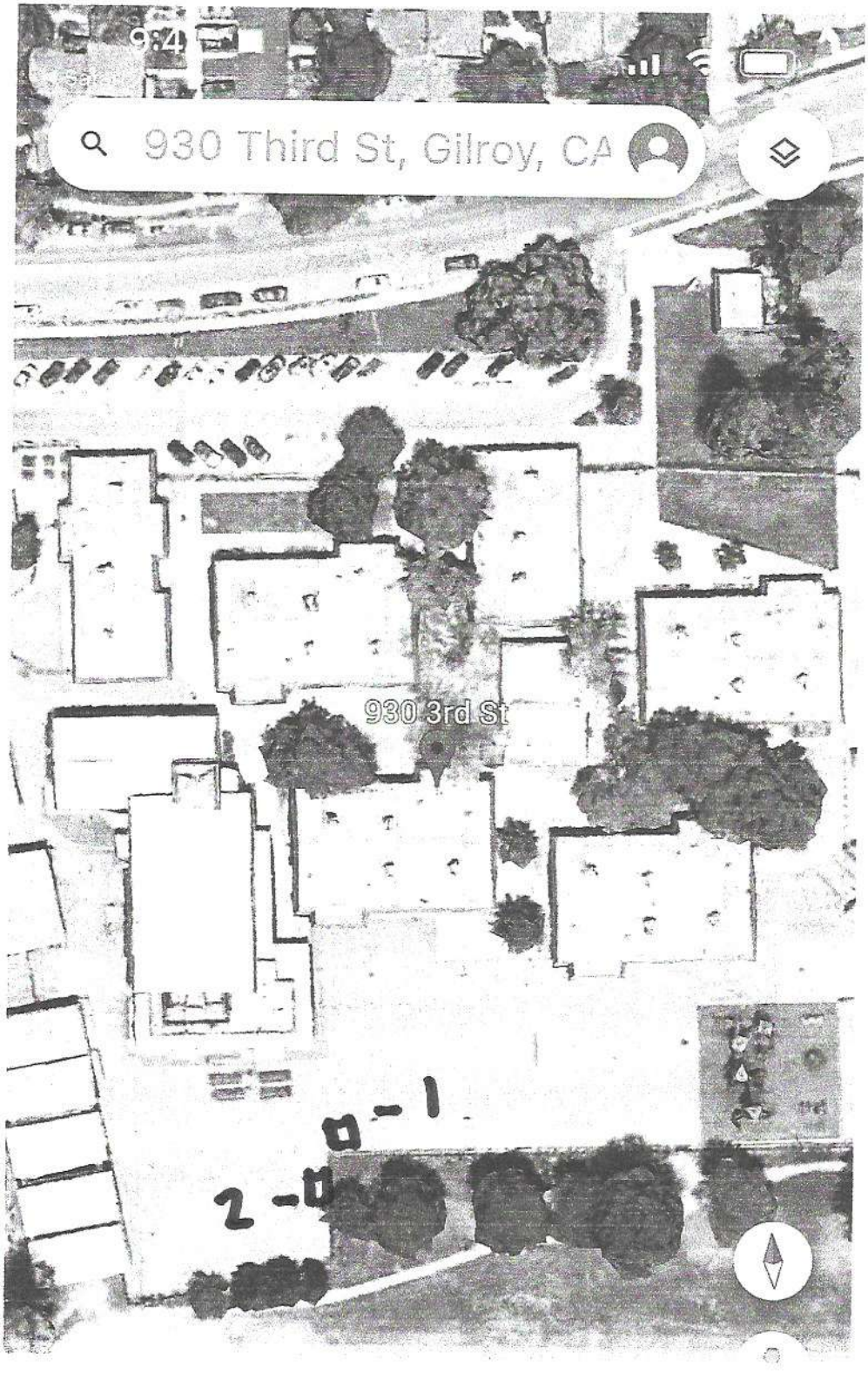
APPROVED_____ MORE INFORMATION NEEDED _____ DENIED _____

FSC COMMENTS: _____

FISCAL APPROVAL _____ DATE _____


P.E. shed
Location #2

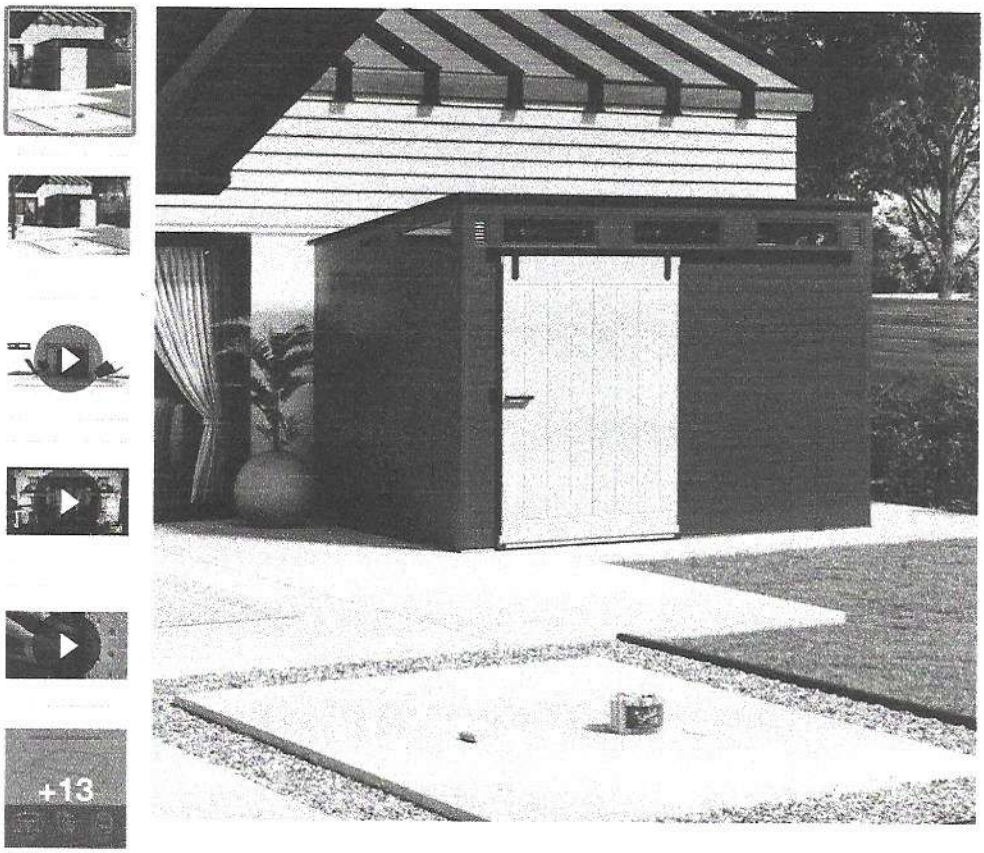

P.E shed
Location #1


9:4
930 Third St, Gilroy, CA
930 3rd St
D-1
2-D

Suncast

Modernist 10 ft. W x 7 ft. D Plastic Shed with Barn Door (78.29 sq. ft.)

(61) Questions & Answers (46)



$1682.20

$281.00 /mo† suggested payments with 6 months† financing Apply Now

Approximate Width x Depth (ft): **7 x 7**

6 x 6 | 7 x 7 | **11 x 7**

Pickup at Gilroy

Delivering to 95020

5e

GUSD

REQUEST FOR FACILITY MODIFICATION

SITE: Rucker **DATE:** 3-1-24

REQUESTOR: Tami Espinosa

FUNDING SOURCE: Grant/Parent Club **PROJECT COST:** _____

DESCRIPTION OF MODIFICATIONS(S): remove current pergola in garden and replace with a gazebo structure
a pallet floor would be created to go under the gazebo structure (pictures included)
the district would need to bill for DSA or permitting costs
volunteers would do the labor of pergola removal, pallet floor, and gazebo construction

(Continue on additional pages, if needed)

HOW WILL THE IMPROVEMENT(S) CONTRIBUTE TO ONE OR MORE OF THE DISTRICT GOALS?

- *Creating rigorous and innovative learning spaces that deepen students' conceptual understanding.*
- *Building inclusive and safe schools that prioritize mental health and social-emotional well-being of all.*
- *Maximizing resources that provide equitable student support to achieve successful post-secondary outcomes.*

This will create a new and innovative learning space for our students

(Continue on additional pages, if needed)

PRINCIPAL SIGNATURE: _____ **DATE:** 3-24-24

****

TO BE COMPLETED BY THE FACILITIES SUBCOMMITEE

DATE SUBMITTED: _____ FSC REVIEW DATE: _____

APPROVED_____ MORE INFORMATION NEEDED _____ DENIED _____

FSC COMMENTS: _____

FISCAL APPROVAL _____ DATE _____



Mondawe 20-ft x 12-ft Yellow Brown Metal Rectangle Gazebo with Steel Roof

Item #5522449 | Model #MA-DLOS150



Order Summary

Subtotal (1)	$2,949.00
Delivery	$99.00
Estimated Tax	Calculated in Checkout
Add Promo Code	
Estimated Total	**$3,048.00**



The Base of the floor under the Pergola would be a Pallet deck. We would get donated sturdy pallets and connect them together using metal brackets. We would then use 2x6 for the top of the deck. We would dig into the dirt 2" and put a layer of pea gravel and then set the pallets, sand and paint or stain the deck.



Natalie Martinez <natalie.martinez@gilroyunified.org>

Fwd: Summer school at GPS

1 message

Alvaro Meza <alvaro.meza@gilroyunified.org> Wed, Mar 27, 2024 at 4:54 PM
To: Natalie Martinez <natalie.martinez@gilroyunified.org>
Cc: Anisha Munshi <anisha.munshi@gilroyunified.org>

Hi Natalie,
Please add "Navigator request for Summer School" one to the Facilities Sub Committee agenda for this Friday - under my items please.
Please include the email below from Kristen Carr as it outlines the specific request.
Thank you.

---------- Forwarded message ---------
From: **Kirsten Carr** <kirsten.carr@navigatorschools.org>
Date: Wed, Mar 27, 2024 at 4:25 PM
Subject: Summer school at GPS
To: <anisha.munshi@gilroyunified.org>
Cc: Alvaro Meza <alvaro.meza@gilroyunified.org>, Ami Ortiz <ami.ortiz@navigatorschools.org>

Good afternoon Dr. Munshi,

Happy almost Spring Break! I think we are all looking forward to a week off of the normal routine.

While we are very excited to break ground on the construction work at Gilroy Prep School, the activity has made summer school at GPS problematic. We would truly appreciate the opportunity to move our programs to South Valley if there is room and/or you think it is possible. I have shared the space needs/requirements below:

Summer School - 7 classrooms and about 20 staff members.
ELOP summer program - 70 students and about 5 staff

Is this something we can explore? If so, is there someone we should talk to? I've included both Alvaro and Ami Ortiz (our Director of Business & Finance) in this message so they can follow up with one another.

Again, we appreciate all of your support and continued partnership.

Have a great evening!
~Kirsten

Kirsten Carr
Director of Engagement & Partnerships
O: (831) 217-4883 **M:** (408) 887-5033
E: kirsten.carr@navigatorschools.org
Support Office 650 San Benito St, Suite 230, Hollister, CA 95023

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Please consider the environment before printing this email.