UPDATED: 4:45 p.m. 5/7/24

FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District
7810 Arroyo Circle, Gilroy and via Zoom teleconference
11 a.m Friday, May 10, 2024

SECTION 1: APPROVAL OF MINUTES & TIME CERTAINS

ITEM #	ITEM	PAGE
1a	Approval of minutes: March 29, 2024	1
1b	**Time certain, 11 a.m.:** Principal Camille Epps, request for storage shed at El Roble ES *(item 7c)* **Time certain, 11:30 a.m.:** Principal Diane Padilla, on facility-based items for Mt. Madonna HS (*items 3i and 3j*)	

SECTION 2: FACILITIES (PAUL NADEAU)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE
2a	Club Drive property (non-use fee)	Club Drive	N/A	$32K/year	General Fund	8
2b	Roofing material for three projects	Eliot ES, ADB & Gilroy Prep gym	Weatherproofing Technologies Inc.	$430,143,67	Measure E	13
2c	Roofing contract	ADB	Best Contracting Services Inc.	$318,478	Measure E	19
2d	Roofing contract	Eliot ES	Waterproofing Associates Inc.	$333,792	Measure E	27
2e	Roofing contract	Gilroy Prep gym	State Roofing Inc.	$163,500	Measure E	35
2f	TK furniture plan and purchase	Glen View ES	KI/J&H Panels	$17,106.63	Universal Prekindergarten (UPK) Grant	55
2g	TK/kinder playground improvements	Glen View ES	SPEC	$155,940.12	UPK P&I Grant	61
2h	Swing seat replacement	Glen View ES	Miracle Play Systems	$1,712.30	RRM	73
2i	Ramp replacement	Rod Kelley ES Power School	SKC Co.	$23,948.43	ELOP	76
2j	Hazmat testing	MOTs yard	EnviroScience	$51,060	Measure E	82

2k	Furniture purchase	MOTS trailer	KI/J&H Panels	$39,597.96	Measure E	84
2l	Refrigerator purchase	ADB State Preschool	East Bay Restaurant Supply	$4,903.69	Measure E	103
2m	Furniture purchase	ADB State Preschool	KI/J&H Panels	$93,337.42	Measure E	106
2n	HVAC repairs	ADB State Preschool	ESI Inc.	$89,688	Measure E	119
2o	Window replacement	ADB State Preschool	MH Glass	$4,428.26	Measure E	122
2p	Update master plan planning process **INFORMATION ONLY**	All sites	Information only	N/A	N/A	N/A

SECTION 3: MAINTENANCE (MATT WOOLMAN)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE
3a	Temp wheelchair ramp for graduation **INFORMATION ONLY**	Solorsano MS	GUSD	<$2,000 materials + labor	N/A	123
3b	Fence in solar panels and Adult Ed	Rod Kelly ES	ASI	$79,481	ELOP	125
3c	Girls varsity softball batting cage and dugout covers	Christopher HS	ASI	$25,699	Site funds	129
3d	Three security trailers	All	Qovo	$24,000	General Fund	131
3e	Varsity softball and baseball infield tarps	Christopher HS/ Gilroy HS	Sport and Cycle	$22,687.17/ each school	Site funds	133
3f	PA system replacement (system failure – 4.8.2024) **INFORMATION ONLY**	Las Animas ES	N/A	N/A	Measure E	N/A
3g	PA system replacement **INFORMATION ONLY**	Solorsano MS	N/A	N/A	Measure E	N/A
3h	LED upgrade update **INFORMATION ONLY**	Christopher HS, Solorsano MS	ABM	N/A	N/A	135
3i	Furniture upgrade **INFORMATION ONLY**	Mt. Madonna HS	KI/Core	N/A	N/A	137
3j	Storage (Conex box) **INFORMATION ONLY**	Mt. Madonna HS	N/A	N/A	N/A	148

3k	Perimeter fencing – garbage corral	GECA	ASI	$16,649	RRM	149
3l	Fire access driveway apron **INFORMATION ONLY**	South Valley MS	N/A	N/A	N/A	151
3m	Trip hazard campus assessment	All sites	Precision Concrete Cutting	$4,000	RRM	155
3n	Safe school mapping project **INFORMATION ONLY**	Mt. Madonna HS	N/A	N/A	N/A	177
3o	Ergonomic recommendations from insurance **INFORMATION ONLY /** *Request to quote*	District office	N/A	N/A	N/A	189
3p	Window film on copy room door	Eliot ES	GUSD	<$100	RRM	193
3q	24 lunch tables for Power School	Rod Kelly ES	Belson Outdoors	$40,306.41	ELOP + GUSD labor to build	199
3r	Goats to clear Club Drive property	Solorsano MS and Club Drive property	Green Goat Landscapers	$1,400/acre x 13 acres = $18,200	RRM	200

SECTION 4: SAFETY & SECURITY (AURELIO RODRIGUEZ)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE
4a	Camera replacement	Rucker ES	QOVO	$7,533.09	Site funds	203
4b	Cable installation	Rucker ES	R3J	$1,780	Site funds	214
4c	Camera system replacement **INFORMATION ONLY**	Christopher HS	QOVO	$274,852.30	N/A	216

SECTION 5: INFORMATION TECHNOLOGY (MARIBEL GUIZAR)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE
5a	Digital records update **INFORMATION ONLY**	N/A				

5b	Update on Cyber Security assessment **INFORMATION ONLY**	N/A

SECTION 6: ALVARO MEZA'S ITEMS

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE
6a	Follow up: GUSD's counter MOU with Bay Area Community Health	Glen View ES	Bay Area Community Health	No cost to GUSD	N/A	225
6b	Garden bed installation	Gilroy HS	SCCOE	N/A	N/A	247

SECTION 7: FACILITY MODIFICATION REQUESTS (MARISSA VAN PATTEN)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE
7a	Baseball field access gate and curb cut relocation	Gilroy HS	TBD	TBD	TBD	248
7b	Storage shed request	El Roble ES	TBD	TBD	El Roble HSC	255

SECTION 8: 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 31, 2024

FACILITIES SUBCOMMITTEE MINUTES

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

PRESENT

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

SECTION 1: APPROVAL OF MINUTES & TIME CERTAINS

ITEM #	ITEM	PAGE
1a	Approval of minutes: Feb. 2, 2024	1

MINUTES
- Linda moved to approve. James seconded.
- All in favor.

1b	Time certain, 9 a.m.: Middle school principals wellness center presentation	N/A

MINUTES
- Principal Guillermo Ramos and social worker Bianca Soto presented about the South Valley MS Wellness Center, which is now open.
- Guillermo is requesting two additional features: an interior office pod (similar to the pod at Eliot ES) for confidential counseling space; locks for cabinets to keep confidential files. Now, if students request individual, confidential services, those services have be provided in another area on campus.
- Brownell MS and Solorsano MS have opened their wellness centers as well.
- South Valley MS has received a $350K grant that is earmarked for only for a wellness center at this site. This grant could fund this request.
- The pod at Eliot ES was about $35,000 for the pod and furniture.
- Next steps: The committee approves this request.

1c	Time certain, 11 a.m.: Artik Architects will present the GPS Modernization Plan (Prop 51)	4

MINUTES
- Marty Hochroth from Artik presented the GPS modernization plan.
- The main part of the project is the additional of four classrooms for TK and kindergarten and a new administration building.
- The plan will also address issues across the site, including parking and traffic flow. A second entry point will be added. A space for future shade structure and middle school playground.
- The same landscape architect on this project worked on the South Valley MS modernization project.

- GPS was approved for a Prop. 51 loan for site improvement, which will pay for this project.
- Construction would theoretically start in June, as soon as school is out. The first phase would be the parking lot. The aim is for project completion by October.
- Next steps: This was an information-only item to update the committee on the plan progress.

SECTION 2: FACILITIES (PAUL NADEAU)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE
2a	ADA handrail and drinking grab rails	Rucker ES	Architectural Systems Inc.	$17,881	ELOP

MINUTES
- DSA-required ancillary work at this site to complete the shade structure.
- This addresses these items on campus that need to be brought up to code. This is for handrail near a classroom and handrails at a drinking fountain.
- Next steps: Paul would like to present to the board as $24K to include the demolition work. This item will go to the board approval.

2b	Installation of the restroom at Transportation	MOTS yard	AMS Inc.	$328,020	Measure E

MINUTES
- This is to replace the temporary restroom at the new Transportation office. The old Transportation building, where the former restrooms are housed, has been condemned and vacated.
- The standalone restroom will be attached to the current Transportation office so it would be in the same area of the yard.
- Next steps: This item will go to the board for approval.

2c	Legal services agreement with DWK	N/A	DWK LLC	N/A	N/A

MINUTES
- This agreement with this firm to develop the district's lease-leaseback, CUPPCA and other construction contracts.
- Next steps: This item will go to the board for approval.

2d	Ancillary work for shade structure	Mt. Madonna HS	101 Builders	$198,000	ELOP

MINUTES
- DSA-required ancillary work at this site to complete the shade structure.
- This includes removing the current shade structure, modifying the parking lot, leveling work and installing a water fountain guard rail.
- Next steps: This item will go to the board for approval.

2e	Ancillary work for shade structure	Las Animas ES	Oveisi Const.	$178,500	ELOP

MINUTES

- DSA-required ancillary work at this site to complete the shade structure.
- This includes fixing ADA sidewalk access and the installation of a concrete pad for under the new shade structure.
- Trustees request itemized list of work being done for items 2c, 2d and 2f when these items go to the board. Also include the notification, if possible, from DSA to explain justification of why the work has to be done.
- Next steps: This item will go to the board for approval.

2f	Bleachers and jump pits for track **INFORMATION ITEM**	South Valley MS	N/A	N/A	N/A

MINUTES

- South Valley MS principal has asked to that old bleachers to be moved to track for spectators. Paul recommends against using those old bleachers on the new track surface because the bleachers could damage the surface.
- Principal has also requested jump pit.
- Neither bleachers or jump pit was part of the original design of the South Valley MS modernization project. The other middle schools do not have bleachers on their tracks.
- Dr. Munshi would like to consult with the middle school prinicipals and athletic director to assess track needs.
- Next steps: The committee does not approve this request.

2g	Architectural design for DO modifications	District Office	Aedis Architects	$174,106	Measure E

MINUTES

- This is an initial design for reworking the warehouse to house I.T. and professional development space (see item 2h for background) and to redesign the existing interior of the D.O.
- This design also includes expansion of parking lot to include more parking and spaces for EV charging. This area could house Conex boxes to house district records until those files are digitize in the years ahead.
- Next steps: The committee requests that the design be revised to be for architectural services for modifications to the warehouse. The contract is not to exceed for $80K.

2h	DO warehouse and office modification	District Office	N/A	~$6M	Measure E

MINUTES

- Background: The lease for 7800 Arroyo Circle is up at the end of 2024. Alvaro is anticipating the new lease to increase to $200,000 or more per year. The initial proposal was to not renew this lease and move I.T. and the professional development space into the warehouse pace at 7810 Arroyo Circle.
- This would add office spaces for I.T., additional D.O. staff, P.D. space and room for a small warehouse. It would also reconfigure the existing work spaces in the district office.
- Next steps: The committee will revisit this when the revised design in item 2g has been submitted for review. The revised design will be for the warehouse only, not the interior of the D.O.

2l.	Contract Amendment with Flint	South Valley MS	Flint	$78,880	Measure E

MINUTES
- This is for the aggregate change orders for the South Valley MS modernization project. These change orders have exceeded the contingencies. The overall project is $1M+ under budget.
- Next steps: This will go to the board for approval.

SECTION 3: MAINTENANCE (MATT WOOLMAN)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE
3a	CalShape Phase 1 discussion	Multiple sites	ABS	$985,140	CalShape Grant Phase 1

MINUTES
- This grant will fund the change over schools to Pelican thermostat controls except two-three district sites.
- The district is required to spend $500K (54 percent) of the grant on assessments. The remaining 46 percent is what will be used to change most sites (except two-three) to the new thermostats.

3b	Paging system replacement	Glen View ES	EKC	$85,515.97	Measure E

MINUTES
- The paging system at this school has to be replaced. This includes indoor clocks. speakers and installation. The phones have been configured to be the temporary intercom system but those are only heard inside.
- This is an urgent safety issue. Matt and Maribel recommend that this is done as soon as possible.
- Next steps: This will go to the board as a ratification.

SECTION 4: ALVARO MEZA'S ITEMS

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE
4a	Securing playing fields **DISCUSSION ITEM**	El Roble ES & Rod Kelley ES	N/A	N/A	N/A

MINUTES
- Playing fields at both of these schools are outside the fenced perimeters. This item is to discuss whether the district should consider fencing.
- Mark recommends taking this issue to the monthly meeting with the executive committee and the mayor to start a discussion about next steps.

- Next steps: Dr. Munshi and the executive committee will bring this to the next meeting with the city and mayor.

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.

MINUTES

- This was Foothill Community health clinic that was at Glen View ES. This proposed MOU puts utilities, custodial and routine maintenance on GUSD. Alvaro recommends against this.
- $60K in damages.
- The recommendation is to revert to terms GUSD that in original contract in which utilities, custodial and routine maintenance are not the responsibility on GUSD. Also, include clauses that would inspection.
- Next steps: Alvaro will work with the clinic to revise this MOU to incorporate the committee's requests.

4c	Status check of cameras, PAs, intercoms, fire alarms, burglar alarms, etc **INFORMATION ONLY**	All sites	Information only: **Status checker**

MINUTES

- Staff has been directed to check on all district cameras, PAs, intercoms, fire alarms, burglar alarms and other safety system.
- Progress on the status checks and notes from those checks are being recorded in an online tracker.

4d	Accessible perimeters (windows, library, MPR, etc). **INFORMATION ONLY**	Eliot, Glen View, Las Animas, Luigi Aprea, Rod Kelley, CHS, GECA	N/A

MINUTES

- This is a follow up to request from recent board meetings.
- This summary of status of which student-occupied spaces at districts are directly accessible from exterior perimeters (sidewalks, city streets, etc.).
- Next steps: This will be sent to the board as part of a Sunday report.

4e	Summer school proposal from Gilroy Prep	South Valley MS	N/A

MINUTES

- GPS asked Dr. Munshi and Alvaro if it could use some classrooms at South Valley MS for its summer school program because of the modernization of the GPS campus.
- South Valley MS is not a summer school site for GUSD. Staff recommends that is not used because it would impede summer maintenance schedules throughout the district.
- Next steps: South Valley MS is not available. Dr. Munshi and Alvaro will meet with GPS admin to discuss other options.

SECTION 5: FACILITY MODIFICATION REQUESTS (MARISSA VAN PATTEN)

ITEM #	ITEM	SITE	VENDOR	COST	FUNDING SOURCE
5a	New marquee	El Roble ES	TBD	$10-12K est.	HSC/GUSD
MINUTES • This proposal is for a new, non-digital marquee. The HSC provided this quote from Steward Signs. The HSC is asking to share the cost with the district and/or school. • James and Mark propose a district standard that elementary schools do not have digital marquees. • Next steps: The committee does not approve the request as is. District staff will develop a district standard for elementary school marquees.					
5b	New messaging center	El Roble ES	TBD	$1-2K est.	HSC
MINUTES • This is a proposal for a free-standing messaging center outside of the campus perimeter. The HSC would pay for this project. • The proposal includes installation by vendor HSC hires or by parent volunteers. The committee does not approve of this part of the proposal. • The committee would like to emphasize that the school and district has oversight over what is posted in the messaging center. • If approved, staff would figure out the best location for this project and installation details. The center cost and installation costs would invoiced to the HSC. • Dr. Munshi would like to consult with Principal Epps about how this would be used and what issues would it be solve. • Next steps: This request is not approved. Dr. Munshi would consult with Principal Epps.					
5c	New storage shed for HSC	El Roble ES	TBD	$2,200	HSC
MINUTES • This proposal for two sheds (also includes information about item 5d) to store items on this campus. • One shed would be for HSC items used for school events and one for P.E./playground equipment. • The district has eliminating non-standard and standalone storage units. • Next steps: The committee does not approve these requests at this time because the committee has follow-up questions. Dr. Munshi will discuss these with Principal Epps and the HSC president.					
5d	New storage shed for PE equipment	El Roble ES	TBD	$2,200	HSC
MINUTES • See item 5c for information about this item.					
5e	New garden gazebo and floor	Rucker	TBD	TBD	Grant/Parent Club/GUSD
MINUTES • This proposal is to replace a gazebo in the school garden with a larger structure.					

- This proposal would have to be a Division of the State Architect (DSA) project. The proposal as is would not pass DSA review and would have to be configured with a more appropriate structure – at an increased cost.
- Next steps: The committee does not approve this request.

ADJOURNED: 12:16 p.m.

NEXT MEETING: Friday, May 10, 2024

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

June 13, 2023

Mr. Alvaro Meza
District Representative
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

Dear Mr. Meza:

Please be advised that all school districts and county offices of education (district) are subject to nonuse payments for all unused sites, pursuant to California Education Code Sections 17219 through 17224.

Failure to return all required forms before August 31, 2023 may result in the District being assessed an improper fee.

An unused site is deemed to be any site owned by a district that is not being used for school purposes. To facilitate this reporting requirement, a *Certification of Unused Sites* (Form SAB 423) is enclosed for your review. This form includes a listing of all the District's previously reported unused sites and should be reviewed thoroughly and verified for accuracy and content, since it is the basis for which an unused site fee is assessed.

The Form SAB 423 must be signed and returned even if the District does not have any unused sites. Electronic Signatures are acceptable. If there are any additions or changes needed to the Form SAB 423, a *Modification of Unused Site Status* (Form SAB 424) must be completed and returned for each site that the District is requesting to:

- Add a site (including sites recently acquired)
- Delete a site
- Waive the fee for a site
- Reduce the fee for a site, or
- Modify any information on the report.

If the State Allocation Board (SAB) has previously granted a waiver for an unused site and the condition that the waiver was granted for continues to exist, the District must recertify by completing Section IV of the Form SAB 424. **An Unused Site fee will be assessed if the District does not recertify.** Please be advised that waivers will not be accepted after the submittal deadline for the current or previous Assessable Year(s). The Form SAB 424 can be found on the Office of Public School Construction (OPSC) website located at www.dgs.ca.gov/opsc. For your convenience, a copy is enclosed with this letter. You may make as many copies as needed.

Please be advised, OPSC may verify District unused site information. Failure to report unused sites is a violation of the provisions in Education Code Sections 17219 through 17224:

> Whenever a school district acquires or has acquired a site for school purposes, as determined by the State Allocation Board, and does not use the site within (1) five years of the date of acquisition for kindergarten, if any, and any of grades 1 to 8, inclusive, maintained by an elementary school district or a unified school district, or, (2) seven years of the date of acquisition for any of grades 7 to 12, inclusive maintained by a high school district or a unified school district, or if a school district has a site at any grade level that has previously been used but has not been used for school purposes within the preceding five years, the school district shall be subject to nonuse payments…

All forms must be signed by the District Superintendent or an authorized District Representative and returned to OPSC before August 31, 2023. If the Superintendent/Authorized District Representative has changed please also submit an *Eligibility Determination,* Form SAB 50-03. The Form 50-03 can be found on the OPSC website under the "Forms" tab.

Return all completed forms via email to:

Ryan.Malloy@dgs.ca.gov
cc: opscapplicationreviewteam@dgs.ca.gov

Please clearly label the Subject "Unused Site Submittal – (District Name)"

You may also mail forms to:

Office of Public School Construction
707 3rd Street
West Sacramento, CA 95605
Attention: Unused Sites Program

Should you have any questions, please contact Ryan Malloy at (279) 946-8472 or by e-mail at ryan.malloy@dgs.ca.gov. You may also contact Adrian Felseghi at (279) 946-8425 or by e-mail at adrian.felseghi@dgs.ca.gov.

Sincerely,

MICHAEL WATANABE
Chief, Program Services
Office of Public School Construction

MW:rm

Enclosures

DEPARTMENT OF GENERAL SERVICES

CERTIFICATION OF UNUSED SITES

SAB 423 (7/06)

STATE ALLOCATION BOARD

OFFICE OF PUBLIC SCHOOL CONSTRUCTION

Date of this Report: June 13, 2023

DISTRICT	DISTRICT NO.	COUNTY	F/Y
Gilroy Unified	69484	SANTA CLARA (43)	22-23

Site	Grade Level E-M-H	No. Acres	Year Acquired	Purchase Price	Parcel ID Number	Assessed Value	Assessed Fee	Next Assessable Year
SITE 051 - NEW ELEMENTARY (OLIVE GROVE) 9836198	E	12.7	2015	2,180,396	808-43-001	3,168,677	31,687	22/23

This report lists all of the District's previously reported unused sites, including sites that have received a waiver in previous years. **All School Districts and County Offices of Education are required to report all unused sites to the State Allocation Board, pursuant to California Education Code Sections 17219 - 17224.** An unused site is deemed to be any site owned by the District that is not being used for school purposes.

Please review and verify the information indicated above for accuracy and content and answer the questions listed below. This form must be returned to the Office of Public School Construction no later than August 31, 2023.

1. Do any of the sites listed above meet the conditions for a waiver as outlined in Section IV of the Form SAB 424? **If YES, please complete a Form SAB 424 for each eligible site.**

YES ☐ NO ☒

2. Does the District have any new Unused Sites to report? **If YES, please complete a Form SAB 424 for each new site.**

YES ☐ NO ☒

I certify that I am authorized to represent the Governing Board of the District, that the above information is true and correct and that the District has no additional sites which are unused. If any of the above information is incorrect, omitted, or an unused site is not listed, I have attached Form(s) SAB 424 indicating additional sites or changes to the above information.

Alvaro Meza, Assistant Superintendent/C.B.O.
Authorized Agent and Title (Typed or Printed)

669-205-4080
(Area Code) Phone Number

Authorized Agent (signature)

6/22/2023
Date

INSTRUCTIONS

This form is used for each site requiring attention and must be returned by July 1, of each year. Complete only those sections that are relevant to the district's needs. Refer to Education Code (EC) Sections 17219 and 17224.

GENERAL INFORMATION

The following are definitions and criteria used for unused sites.

Type of Use (for Sections I, II and IV)

1. The site is currently used for the specific purpose for which it was acquired. This is deemed to mean used as an active K–12 school. A site acquired for use at one grade level may be used at another grade level.
2. The site is currently used to house students for any California Department of Education program (including Adult Education) authorized by the Legislature, and operated by public school districts for which the district is receiving State School Fund apportionments.
3. The site is currently used to house special education students.
4. The site is currently used for district administration purposes including such support services as warehousing and maintenance facilities.
5. The site is currently used for preschool or child care centers when operated by or under contract with a public school district or a county superintendent of schools.
6. The site is currently used for a community college if attendance is allowed for high school students who have been recommended by the district, accepted by the college and are in the 11th and 12th grade (or in a lower grade and have received special approval). None of the class work may be used to supplant high school graduation required course work without special approval by both the district and the college.

Waiver of Fee

A district may have the unsued site assessment fees waived for a site which is being utilized more than one-half the fiscal year for the following purposes:

1. The district or any governmental agency, pursuant to an agreement with the district uses the site for one of the following purposes:
   - for public school purposes as outline under Type of Use listed above.
   - as a civic center used for the purposes as outlined in the Education Code Section 38131.
   - as a community playground.
   - as a playing field.
   - for outdoor recreational purposes.
2. The State Allocation Board, pursuant to agreement with the district utilizes the site to store emergency portable classrooms.
3. The district, or any public or private agency pursuant to agreement with the district utilizes the site for operation of a child care program.

SCHOOL DISTRICT	COUNTY
SITE NAME	DATE

SECTION I—ADD THIS SITE – Refer to EC 17219(a)

Check one

Site newly acquired.
Site received through donation.
Site not previously reported.
Site no longer qualifies as a used site.
(Refer to General Information, "Type of Use," items 1–6)
» Enter date last used: _____

Date Site was Acquired: _____
Acquisition Price/Site Value: _____
Number of Acres: _____
Grade Level: _____
County Assessor's Parcel Number: _____

SECTION II—DELETE THIS SITE – Refer to EC 17223

Check one

Site was sold.
» Enter date escrow closed: _____
Site is being used for school purposes.
» Enter date site began to be used: _____
» Enter the type of use, 1–6: _____
(Refer to General Information, "Type of Use")
Site is being used for the construction of school facilities.
» Enter date construction contract signed: _____

SECTION III—BASIC AID DISTRICT – Refer to EC 17222

The fee will not be withheld if it causes the district to receive less than $120 per pupil of average daily attendance in apportionments during the fiscal year the fees are being withheld.

SECTION IV—WAIVE THE FEE FOR THIS SITE – Refer to EC 17219(a)

Check one

Site will be used within _____ years (no more than three).
District board resolution must be attached which included one of the uses outlined in "Type of Use."
» Enter the type of use, 1–6: _____
(Refer to General Information, "Type of Use")
The district attempted to sell this site but received no acceptable bids. Refer to EC 17219(d).
» Attempted sale date: _____
The district is leasing this site for at least one-half of the fiscal year to a tenant who is paying possessory taxes for that year equal to or greater than one percent of the adjusted value of the site. Refer to EC 17219(f).
The district is utilizing this site for at least one-half of the year for one of the purposes outlined on previous page. Refer to EC 17219(e).
» Enter the type of waiver, 1–3: _____
(Refer to General Information, "Waiver of Fee")

SECTION V—REDUCE THE FEE FOR THIS SITE

Check one

The district is requesting a reduction in the fee for this site for debt service on local bonds used to directly pay for the construction of school facilities. Refer to EC 17224.
(Refer to the *Unused Site Program Handbook*, "Reduction of the Fee")
» Enter amount of reduction requested: _____
(Amount cannot exceed bond debt service for that fiscal year assessed fee)
» Enter date debt service payment was made: _____
The district is requesting modification of the adjusted value for this site.
(Refer to the *Unused Site Program Handbook*, "How to Determine the Value of a Site")
» New Value: _____
» Obtained by:
Appraiser Date of Value: _____
County Assessor

MISCELLANEOUS CORRECTIONS

CERTIFICATION

I certify that I am authorized to represent the Governing Board of the District, and that the above information is true and correct.

SIGNATURE OF AUTHORIZED AGENT	NAME OF AUTHORIZED AGENT (PRINTED OR TYPED)	DATE

Weatherproofing Technologies, Inc.

3735 Green Rd., Beachwood, OH 44122

April 21, 2024

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

Re: Antonio Del Buono - 2024 Roofing

Dear Mr. Nadeau,

Thank you for the opportunity to provide you with the following proposal for the Tremco roofing materials for the roof replacement work at Antonio Del Buono Elementary. The cost for the materials is $83,469.53, inclusive of tax and freight. The attached line item proposal, #5061456, is based on the CMAS contract # 4-21-03-1001 Supplement #4.

To move forward with the purchase, please issue a purchase order out to Weatherproofing Technologies, Inc and include the CMAS # and Quote #.

Please do not hesitate to contact me if there are any questions.

Sincerely,

Dan Lajeunesse
Sr. Field Advisor
Tremco C.P.G.





Effective 1.22.2024

Valid for 60 days. After that time, project conditions are subject to reassessment.

WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING — **Contract #4-21-03-1001 Supplement #4**

Gilroy
Gilroy Unified School District – Antonio Del Buono School
QUOTE # 5061456
DATE: 3.29.24

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
8533245 503	TREMPLY KEE 45 MIL 37" x 100'	ROL	$ 1,073.84	4	$ 4,295.36
8533945FB503	TREMPLY KEE FB 45 MIL 100" x 80'	ROL	$ 2,934.87	20	$ 58,697.40
8533222 805	TREMPLY KEE FB WB II BONDING ADHESIVE 5	EA	$ 491.89	22	$ 10,821.58
8533180 501	TREMPLY KEE STRIP-IN 6" x 100'	ROL	$ 335.14	3	$ 1,005.42
8533170 501	TREMPLY KEE T-JOINT COVERS 100/CS	CS	$ 277.99	1	$ 277.99
8533120 501	TREMPLY KEE UNIVERSAL CORNERS 20/CS	CS	$ 376.71	3	$ 1,130.13
400	Additional and occasional services Roofing supplies Discount off Retail Price List	%	13.40%		
				SUBTOTAL:	$ 76,227.88
				FREIGHT PREPAID & ADD:	
				SUBTOTAL WITH FREIGHT ADDED:	$ 76,227.88
			STATE TAX	6.250%	$ 4,764.24
			COUNTY TAX	1.000%	$ 762.28
			LOCAL TAX	2.250%	$ 1,715.13
				****TOTAL PROJECT COST**	**$ 83,469.53**

* The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project.

*** Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage laws.**

Weatherproofing Technologies, Inc.

3735 Green Rd., Beachwood, OH 44122

April 21, 2024

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

Re: Eliot ES 2024 Roofing

Dear Mr. Nadeau,

Thank you for the opportunity to provide you with the following proposal for the Tremco roofing materials for the roof restoration work at Eliot Elementary. The cost for the materials is $257,738.61, inclusive of tax and freight. The attached line item proposal, #5061453, is based on the CMAS contract # 4-21-03-1001 Supplement #4.

To move forward with the purchase, please issue a purchase order out to Weatherproofing Technologies, Inc and include the CMAS # and Quote #.

Please do not hesitate to contact me if there are any questions.

Sincerely,

Dan Lajeunesse
Sr. Field Advisor
Tremco C.P.G.

Effective 1.22.2024

Valid for 60 days. After that time, project conditions are subject to reassessment.

WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING — **Contract #4-21-03-1001 Supplement #4**

Gilroy Unified School District
Gilroy Unified School District – Eliot Elementary School
QUOTE # 5061453
DATE: 3.29.24

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
351700 800	ALPHAGUARD BIO BASECOAT A & B 4 GL KIT		$ 462.44	300	$ 138,732.00
351710T800	ALPHAGUARD BIO TOPCOAT- WHITE 3.1 GL KIT		$ 381.04	210	$ 80,018.40
494105P	GEOGARD PRIMER 5 GAL		$ 641.71	1	$ 641.71
290400	PERMAFAB 40 X 324' ROLL		$ 490.16	30	$ 14,704.80
351719T800	ALPHAGUARD BIO TOPCT SAFETY YLW 3.1GLKIT		$ 426.94	3	$ 1,280.82
400	Additional and occasional services Roofing supplies Discount off Retail Price List	%	13.40%		
				SUBTOTAL:	$ 235,377.73
				FREIGHT PREPAID & ADD:	
				SUBTOTAL WITH FREIGHT ADDED:	$ 235,377.73
			STATE TAX	6.250%	$ 14,711.11
			COUNTY TAX	1.000%	$ 2,353.78
			LOCAL TAX	2.250%	$ 5,296.00
				****TOTAL PROJECT COST**	**$ 257,738.61**

* The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project.

*** Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage laws.**

Weatherproofing Technologies, Inc.

3735 Green Rd., Beachwood, OH 44122

April 21, 2024

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

Re: GPS GYM - 2024 Roofing

Dear Mr. Nadeau,

Thank you for the opportunity to provide you with the following proposal for the Tremco roofing materials for the roof replacement work at the GPS gym. The cost for the materials is $88,935.53, inclusive of tax and freight. The attached line-item proposal, #5061455, is based on the CMAS contract # 4-21-03-1001 Supplement #4.

To move forward with the purchase, please issue a purchase order out to Weatherproofing Technologies, Inc and include the CMAS # and Quote #.

Please do not hesitate to contact me if there are any questions.

Sincerely,

Dan Lajeunesse
Sr. Field Advisor
Tremco C.P.G.

Effective 1.22.2024

Valid for 60 days. After that time, project conditions are subject to reassessment.

WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING — **Contract #4-21-03-1001 Supplement #4**

Gilroy
Gilroy Unified School District – GPS GYM
QUOTE # 5061455
DATE: 3.29.24

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
8533260 503	TREMPLY KEE 60 MIL 37" X 80'	ROL	$ 1,252.24	1	$ 1,252.24
8533660 503	TREMPLY KEE 60 MIL 74" x 80'	ROL	$ 2,495.81	5	$ 12,479.05
8533660FB503	TREMPLY KEE FB 60 MIL 72" x 80'	ROL	$ 2,596.27	20	$ 51,925.40
8533222 805	TREMPLY KEE FB WB II BONDING ADHESIVE 5	EA	$ 491.89	20	$ 9,837.80
8533200 805	TREMPLY KEE LV BONDING ADHESIVE 5 GL	EA	$ 520.47	11	$ 5,725.17
400	Additional and occasional services Roofing supplies Discount off Retail Pri	%	$ 0.13		
				SUBTOTAL:	$ 81,219.66
				FREIGHT PREPAID & ADD:	
				SUBTOTAL WITH FREIGHT ADDED:	$ 81,219.66
			STATE TAX	6.250%	$ 5,076.23
			COUNTY TAX	1.000%	$ 812.20
			LOCAL TAX	2.250%	$ 1,827.44
				****TOTAL PROJECT COST**	**$ 88,935.53**

* The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project.

*** Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage laws.**

DOCUMENT 00 11 16

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Gilroy Unified School District ("District") will receive, by electronic submission, bids for the following project, Bid No. 2324-05:

Roof Replacement Project at Antonio Del Buono ES of 2024

2. The Project consists of the replacement of the existing built up roofing, approximately 14,000 sq ft, with new KEE membrane supplied by District.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s)**:**

   A, B, and/or C-39

   The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

5. Contract Documents will be available on or after March 22, 2024 for review at the District Facilities Office (220 Swanston Lane, Gilroy) and may be downloaded from the District's website, www.gilroyunified.org/bids. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

   A. Builder's Exchange of Santa Clara County (408)727-4000

6. Contract Documents are also available for purchase for twenty dollars ($20) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.

7. ***The District will only receive bids submitted electronically.*** Bids will be received until 2:00 p.m., April 16, 2024, only at the following email address bids@gilroyunified.org, after which time the bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. **Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues in a bidder's ability to timely submit its bid or portion thereof.** Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.

8. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned by email to the bidder.

9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Gilroy Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

11. A mandatory pre-bid conference and site visit will be held on April 4th, 2024, at 10:30 a.m. at 9300 Wren Ave, Gilroy, California. All participants are required to sign in front of the Administration Building, "Santa Clara County Office of Education South County Annex. The site visit is expected to take approximately 1 hour. Failure to attend or tardiness will render bid ineligible.

12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

16. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.

17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

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

From: Best Contracting Services, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, 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.2324-05, for the following project known as:

Roofing Project at ADB ES Summer 2024

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

Three Hundred Eighteen Thousand Four Hundred Seventy Eight dollars $ 318,478.00
BASE BID

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

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO May 30th, 2024, by and between the Gilroy Unified School District ("District") and Best Contracting Services Inc. ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

15. **The Work**: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

    The project consists of the replacement of the existing built up roofing, approximately 14,000 sq ft, with new KEE membrane supplied by District. ("Project" or "Contract" or "Work")

    It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

16. **The Contract Documents**: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

17. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

18. **Time for Completion**: It is hereby understood and agreed that the Work under this Contract shall be completed within ninety (90) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

19. **Completion - Extension of Time**: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

20. **Liquidated Damages**: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of one thousand dollars ($1,000) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

    It is hereby understood and agreed that this amount is not a penalty.

    In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

    The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

21. **Loss Or Damage**: The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

22. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

23. **Insurance and Bonds**: Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.

24. **Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

25. **Authority of Architect, Project Inspector, and DSA**: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.

26. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

27. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-39 Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

28. **Registration as Public Works Contractor**: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.

29. **Payment of Prevailing Wages**: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

30. **Labor Compliance Monitoring and Enforcement**: This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

31. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

    Three hundred eighteen thousand four hundred seventy eight dollars **Dollars**

    ($318,478),

    in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s). Contract Price includes Allowance(s), if any.

32. **No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

33. **Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

34. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

35. **Authority of Signatories**: Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Best Contracting Services Inc.	**GILROY UNIFIED SCHOOL DISTRICT**
By: _____	By: Alvaro Meza
Title: _____	Title: Assistant Superintendent/CBO

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

DOCUMENT 00 11 16

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Gilroy Unified School District ("District") will receive, by electronic submission, bids for the following project, Bid No. 2324-06:

   Roof Replacement Project at Eliot ES of 2024

2. The Project consists of the installation of fluid applied roofing, supplied by owner, to approximately 28,000 sq ft of built up roofing.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s)**:**

   A, B, and/or C-39

   The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

5. Contract Documents will be available on or after March 22, 2024 for review at the District Facilities Office (220 Swanston Lane, Gilroy) and may be downloaded from the District's website, www.gilroyunified.org/bids. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

   A. Builder's Exchange of Santa Clara County (408)727-4000

6. Contract Documents are also available for purchase for twenty dollars ($20) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.

7. ***The District will only receive bids submitted electronically.*** Bids will be received until 2:00 p.m., April 16, 2024, only at the following email address bids@gilroyunified.org, after which time the bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. **Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues in a bidder's ability to timely submit its bid or portion thereof.** Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.

8. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned by email to the bidder.

9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Gilroy Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

11. A mandatory pre-bid conference and site visit will be held on April 5, 2024, at 9:00 a.m. at 475 Old Gilroy Street, Gilroy, California. All participants are required to sign in front of the Administration Building. The site visit is expected to take approximately 1 hour. Failure to attend or tardiness will render bid ineligible.

12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

16. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.

17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

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

From: Waterproofing Associates, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, 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.2324-06, for the following project known as:

Roofing Project at Eliot ES Summer 2024

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

Three Hundred Thirty-Three Thousand Seven Hundred Ninety-Two dollars $ 333,792

BASE BID

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

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

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DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO May 30th , 2024, by and between the Gilroy Unified School District ("District") and Waterproofing Associates Inc. ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

15. **The Work**: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

    The project consists of the installation of fluid applied roofing, supplied by owner, to approximately 28,000 sq ft of built up roofing. ("Project" or "Contract" or "Work")

    It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

16. **The Contract Documents**: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

17. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

18. **Time for Completion**: It is hereby understood and agreed that the Work under this Contract shall be completed within ninety (90) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

19. **Completion - Extension of Time**: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

20. **Liquidated Damages**: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of one thousand dollars ($1,000) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

    It is hereby understood and agreed that this amount is not a penalty.

    In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

    The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

21. **Loss Or Damage**: The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

22. **Limitation Of District Liability:** District’s financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

23. **Insurance and Bonds**: Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.

24. **Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

25. **Authority of Architect, Project Inspector, and DSA**: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.

26. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

27. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-39 Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

28. **Registration as Public Works Contractor**: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.

29. **Payment of Prevailing Wages**: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

30. **Labor Compliance Monitoring and Enforcement**: This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

31. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District

covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Three hundred thirty three thousand, seven hundred ninety-two **Dollars**

($333,792),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s). Contract Price includes Allowance(s), if any.

32. **No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

33. **Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

34. **Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

35. **Authority of Signatories**: Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Waterproofing Associates Inc.	**GILROY UNIFIED SCHOOL DISTRICT**
By: _____	By: Alvaro Meza
Title: _____	Title: Assistant Superintendent/CBO

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

DOCUMENT 00 11 16

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Gilroy Unified School District ("District") will receive, by electronic submission, bids for the following project, Bid No. 2324-07:

   Roof Replacement Project at Gilroy Prep School Gym of 2024

2. The project consists of tear-off and replacement of the existing PVC roofing with new KEE roofing, supplied by owner. The approximate square footage of the work is 10,000 sq ft with the work be performing during September.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s)**:**

   A, B, and/or C-39

   The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

5. Contract Documents will be available on or after March 22, 2024 for review at the District Facilities Office (220 Swanston Lane, Gilroy) and may be downloaded from the District's website, www.gilroyunified.org/bids. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

   A. Builder's Exchange of Santa Clara County (408)727-4000

6. Contract Documents are also available for purchase for twenty dollars ($20) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.

7. ***The District will only receive bids submitted electronically.*** Bids will be received until 2:00 p.m., April 16, 2024, only at the following email address bids@gilroyunified.org, after which time the bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. **Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues in a bidder's ability to timely submit its bid or portion thereof.** Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.

8. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned by email to the bidder.

9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Gilroy Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

11. A mandatory pre-bid conference and site visit will be held on April 4, 2024, at 9:00 a.m. at 277 I.O.O.F Ave, Gilroy, California. All participants are required to sign in front of the Administration Building. The site visit is expected to take approximately 1 hour. Failure to attend or tardiness will render bid ineligible.

12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

16. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.

17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

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

From: State Roofing Systems Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, 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.2324-07,_for the following project known as:

Roofing Project at GPS Gym September 2024

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

one hundred sixty three thousand, five hundred	dollars	$ 163,500.00

BASE BID

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

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

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AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER A2324-152

THIS AGREEMENT is made and entered into on May 30, 2024, by and between State Roofing Inc. ("Contractor") and Gilroy Unified School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of One hundred sixty-three thousand, five hundred Dollars ($163,500) ("Contract Price"), the following services ("Services" or "Work"):

   to replace roof of gym with materials supplied by District

   Contractor's duties and services under this Contract shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

2. Contractor shall perform the Work at 277 I.O.O.F Ave ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within ninety (90) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of five hundred Dollars ($500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

- ☒ Notice to Bidders
- ☒ Instructions to Bidders
- ☒ Bid Form and Proposal
- ☒ Bid Bond
- ☒ Non collusion Declaration
- ☒ Off-Road Diesel-Fueled Fleet Certification
- ☒ Designated Subcontractors List
- ☒ Notice to Proceed
- ☒ Prevailing Wage Certification
- ☒ Workers' Compensation Certification
- ☒ Criminal Background Investigation / Fingerprinting Certification
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco-Free Environment Certification
- ☒ Drug and Alcohol-Free Schools Certification
- ☐ Disabled Veterans' Business Enterprise Participation Certification
- ☒ Asbestos & Other Hazardous Materials Certification
- ☒ Lead-Product(s) Certification
- ☒ Roofing Project Certification
- ☒ Registered Subcontractors List
- ☒ Insurance Certificates and Endorsements
- ☒ Performance Bond
- ☒ Payment Bond
- ☒ Specifications
- ☒ Plans
- ☐ Special Conditions
- ☒ Exhibit "A" ("Scope of Work")

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Tremco ("Architect"), the construction manager on the Project is Marissa VanPatten ("Construction Manager"), and the project inspector on the Project is Jerry Furman ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-

compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Marissa VanPatten of the Facilities Department of the District.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District	**Contractor**
Gilroy Unified School District	Name: _____
ATTN: Paul Nadeau	ATTN: _____
7810 Arroyo Circle, Gilroy CA 95020	[ADDRESS]
paul.nadeau@gilroyunified.org	[EMAIL]

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____

GILROY UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: Alvaro Meza

Print Title: Assistant Superintendent/CBO

Address: 7810 Arroyo Circle, Gilroy CA 95020

Telephone: (669)205-4000

Email: alvaro.meza@gilroyunified.org

Dated: _____

Contractor: _____

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:
☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: California
☐ Limited Liability Company
☐ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; TERMS AND CONDITIONS FOLLOW]

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. PROJECT INSPECTION CARD: Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

6. NOTIFICATION: Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a

subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES:

17.1 Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

17.2 Contractor shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor shall pay any fees and any penalties

that may imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

17.3 Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall perform onsite inspections and implement and monitor any and all SWPPP requirements applicable to the Project, including required visual observations, sampling, analysis, reporting and record keeping, including of Total Maximum Daily Loads ("TMDL") of pollutants and construction dewatering and discharge, and Best Management Practices ("BMP").

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

28. INDEMNIFICATION:

28.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, injuries, losses, expenses, liabilities, claims, suits and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the Claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the

Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

28.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

28.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 2,000,000
General Aggregate	$ 4,000,000
Automobile Liability Insurance - Any Auto	
Combined Single Limit	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal

injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

30.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

30.2.6. An endorsement stating that there shall be a waiver of any subrogation.

30.2.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

33. LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

35. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735 forbidding discrimination and Sections 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

35.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

35.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

35.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

35.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

36. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

37. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION:

41.1 If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

41.2 District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. If Contractor objects to the termination for convenience, including disagreement on the actual cost, the District retains the right to all the option available to the District under a termination for cause.

41.3 Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

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Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the

public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT



QUOTATION: 24TRS-689910/C

GUSD: Glen View ES: TK Classroom Furniture

CREATED 4/16/2024 | REVISED 5/1/2024 | Valid Through 6/15/2024

QUOTATION

GUSD: Glen View ES: TK Classroom Furniture

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: 24TRS-689910/C

CREATED 4/16/2024 | REVISED 5/1/2024 **| Valid Through 6/15/2024**

PRODUCT TOTALS	$13,903.20
See Quote Detail Summary	$1,303.43
GRAND TOTAL	**$15,206.63**

Requested Delivery Date: To be Determined

Sales Team:

Hannah Cardozo
Sales Specialist
hannah.cardozo@ki.com

Taylor Bredael-Schmidt
Inside Sales Specialist
taylor.schmidt@ki.com
877-240-5376

Sold To
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
P. (408) 847-2700
Customer # 18377

End User
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
P. (408) 847-2700

Ship To
J & H Panel Installation Inc.
Attn: Jesus Robles
435 B Reynolds Circle
San Jose, CA 95112

Installation
DROP SHIPPED/No Installation



Client Notes:
Quote reflects delivered pricing.
Installation is not included.
Changes in quantity, finish options, etc. may affect pricing.
When submitting purchasing contracts please reference quote#24TRS-689910
Please send PO directly to taylor.schmidt@ki.com

QUOTATION

CREATED	**4/16/2024**
VALID THROUGH	**6/15/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Glen View ES: TK Classroom Furniture - 24TRS-689910/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
1.1	**RTEEJ34-73P**	Ruckus,Sit Height Adjustable Activity Table 19-1/2 to 32-1/2",Small Kite,3/4"Top,73P Edge,35x57"	12		$352.35	**$4,228.20**	
		Edge Color	Monticello Maple edge	/EMT			
		Laminate Color	KI laminates	Standard			
		KI laminates	MONTICELLO MAPLE 7925-38	/LMT			
		Base Finish	Champagne Metallic	/CM			
		Caster/Glides	Nylon glides	/GNY			
1.2	**RTEEF368430-74P**	Ruckus,Sit Height Adjustable Activity Table 20 to 33",Kidney,1-1/4"Top,74P Edge,36x83x30"	2		$563.85	**$1,127.70**	
		Edge Color	Monticello Maple edge	/EMT			
		Laminate Color	KI laminates	Standard			
		KI laminates	MONTICELLO MAPLE 7925-38	/LMT			
		Base Finish	Champagne Metallic	/CM			
		Caster/Glides	Nylon glides	/GNY			
1.3	**RTEED4860-74P**	Ruckus,Sit Height Adjustable Activity Table 20 to 33",D-Shaped,1-1/4"Top,74P Edge,48x60"	2		$429.30	**$858.60**	
		Edge Color	Monticello Maple edge	/EMT			
		Laminate Color	KI laminates	Standard			
		KI laminates	MONTICELLO MAPLE 7925-38	/LMT			
		Base Finish	Champagne Metallic	/CM			
		Caster/Glides	Nylon glides	/GNY			
1.4	**IW413**	Intellect Wave 4-Leg Chair,Small	56		$72.00	**$4,032.00**	
		Glide Option	Nylon glides	/NG			
		Carton Code Option	Cartoned	/CTN			
		Intellect Wave Frame Color	Champagne Metallic	/CM			
		Shell Color	No Fire Retardant	/NFR			
		Shell NFR	Ultra Blue	/PUB			
1.5	**IWPD18**	Intellect Wave Task Chair,Large,Polypropylene	4		$139.50	**$558.00**	
		Base Option	Hard floor casters	/S			
		Shell Color	No Fire Retardant	/NFR			
		Shell NFR	Ultra Blue	/PUB			
1.6	**RC4100H14**	Ricochet Stool,14" One Color Poly	8		$88.20	**$705.60**	
		Seat/Base/Column Color	Ultra Blue	/1PUB			
		Seat Pad/Ring Color	Blue Grey	/PGR			
1.7	**MGBPPAD**	Imaginasium Blips, Blip Pad, Round 16"Dia x 3"H	4		$95.85	**$383.40**	
		Blip Handle Option	With handle	/WHL			
		Imaginasium Upholstery	Group 2 Vinyl	GRP2V			
		G2V Vinyl	2V UMBEL	2VUPHUMBEL			
		2V UMBEL	MOLTEN	/VUMT			
1.8	**MGBPPAD**	Imaginasium Blips, Blip Pad, Round 16"Dia x 3"H	4		$95.85	**$383.40**	
		Blip Handle Option	With handle	/WHL			
		Imaginasium Upholstery	Group 2 Vinyl	GRP2V			
		G2V Vinyl	2V UMBEL	2VUPHUMBEL			
		2V UMBEL	CAROTENE	/VUCR			
1.9	**MGBPPAD**	Imaginasium Blips, Blip Pad, Round 16"Dia x 3"H	4		$95.85	**$383.40**	
		Blip Handle Option	With handle	/WHL			
		Imaginasium Upholstery	Group 2 Vinyl	GRP2V			
		G2V Vinyl	2V UMBEL	2VUPHUMBEL			
		2V UMBEL	PARADISE	/VUPD			

QUOTATION

CREATED	**4/16/2024**
VALID THROUGH	**6/15/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Glen View ES: TK Classroom Furniture - 24TRS-689910/C

Line	Model			Qty.		Sell Price	Extended Total	TBD Options
1.10	**MGBPPAD**	Imaginasium Blips, Blip Pad, Round 16"Dia x 3"H		4		$95.85	**$383.40**	
		Blip Handle Option	With handle		/WHL			
		Imaginasium Upholstery	Group 2 Vinyl		GRP2V			
		G2V Vinyl	2V UMBEL		2VUPHUMBEL			
		2V UMBEL	SASSAFRAS		/VUSS			
1.11	**MGBPPAD**	Imaginasium Blips, Blip Pad, Round 16"Dia x 3"H		4		$95.85	**$383.40**	
		Blip Handle Option	With handle		/WHL			
		Imaginasium Upholstery	Group 2 Vinyl		GRP2V			
		G2V Vinyl	2V UMBEL		2VUPHUMBEL			
		2V UMBEL	ZEST		/VUZT			
1.12	**MGBPCADDY**	Imaginasium Blips, Blips Mobile Storage Caddy, 17" Dia, 33"H		2		$238.05	**$476.10**	
		Frame Finish	Champagne Metallic		/CM			
						WorkGroup Product Subtotal	**$13,903.20**	

Quote Summary

Product SubTotal:	**$13,903.20**
Estimated Sales Tax 9.3750%:	**$1,303.43**
Quote Total:	**$15,206.63**

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Taylor Bredael-Schmidt
Market Code: 2=2=K-12

Opportunity #: 689910

Quote Filename: GUSD: Glen View ES: TK Classroom Furniture - 24TRS-689910

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
   KI
   1330 Bellevue Street
   Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
   - Ship To Information: complete legal name, address, contact name, contact phone number
   - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
   - Issue Date: date the purchase order was issued
   - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
   - Purchase Order Total: total of all items and services included on the purchase order
   - Authorization: signature of authorized purchasing agent or buying entity
   - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
     - Quantity of each item
     - Complete model number, including all finish and option information (by line item)
     - Net purchase price (by line item)
     - Extended net purchase price (all line items)
     - Any additional applicable charges (ex: installation and/or delivery charges)
     - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

J and H Panel Installation Inc.

435 B Reynolds Circle
San Jose, CA 95112
office: 408-600-7245
Cell: 408-449-7051

Estimate

Date	Estimate #
5/1/2024	6525

Name / Address	Ship To
Gilroy Unified School District 7810 Arroyo Circle Gilroy, Ca 95020	GLENVIEW ES: TK CLASSROOM FURNITURE

Project

Description	Qty	Rate	Total
ESTIMATE FOR KI QUOTE ORDER:24 TRS 689910/C RECEIVE ALL FURNITURE----------$420.00 DELIVERY AND INSTALLATION------$1480.00 ALL WORK TO BE DONE DURING NORMAL BUSINESS HOURS, AREA SHOULD BE FREE AND CLEAR		1,900.00	1,900.00

Total $1,900.00

2g

Specified Play Equipment Co.
121 #1 Industrial Road
Belmont, CA 94002
800.475.1071
www.specplay.com

SPEC
SPECIFIED PLAY EQUIPMENT CO.

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

SHIP TO
Paul Nadeau
Gilroy Unified School District
7810 Arroyo Circle,
Gilroy, CA 95020

Estimate 3155

DATE 04/17/2024

EXPIRATION DATE 06/28/2024

TRACKING NO.	DEPOSIT DUE NOW	CSLB# 1050307	DIR# 1000064237
Glenview TK	Terms: Net 30 days	Sourcewell contract #010251-BUR	Gilroy Sourcewell #141060

ACTIVITY	QTY	RATE	AMOUNT
BCI Burke Equipment Equipment per plan #137-182947-1 with safety sign #580-1310	1	29,989.00	29,989.00T
Discount Discount per Sourcewell contract	1	-2,099.23	-2,099.23
Receive and Offload (OPEN MARKET) Offload and Storage By Installer	1	2,545.00	2,545.00
Temporary Fencing (OPEN MARKET) Temp Fence for the duration of project	1	1,626.00	1,626.00
Demolition (OPEN MARKET) Removal and disposal of approximately 108 CY EWF figured at 12"-16" depth, steel & plastic red/yellow/blue rope climber, spiral slide, small merry-go-round and precast log to include embedded footings, area 1922 SF.	1	26,866.00	26,866.00
Site Work (OPEN MARKET) Provide labor and materials to pour combined 38 LF x 6" wide x 12" high w/ 6" footer typical gray color #4 horizontal rebar broom finish concrete containment curb.	1	5,550.00	5,550.00

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

ACTIVITY	QTY	RATE	AMOUNT
Site Work (OPEN MARKET) Supply and install approximately 170 TN baserock compacted at 14" depth average, area 1922 SF.	1	24,953.00	24,953.00
Installation Service Installation of Equipment per design 137-182947-1 to manufacturer inground recommendations through soil. Footing spoils disposed off-site.	1	21,024.00	21,024.00
Protective Safety Surfacing Installation (OPEN MARKET) Poured-In-Place: Supply and install approximately 1922 SF of SAFEPOUR Standard EPDM 1-3.5mm HP-Color granules pour-in-place resilient rubber surfacing at 2" thickness (meets up to 4' fall) using 50% Black and 50% Standard Color with Standard "Aromatic" binder.	1	33,500.00	33,500.00
Field Inspection (OPEN MARKET) 3rd Party CPSI Inspection	1	1,500.00	1,500.00
Bonding (OPEN MARKET) Payment and performance bond	1	5,273.00	5,273.00
Freight Freight and packaging	1	2,476.85	2,476.85
PLEASE NOTE: -Terms: NET 30 TERMS PER SOURCEWELL -Lead Time estimated at: 6-8 weeks -Trucking/Bobcat access required. -Prevailing wages applied.			

ACCEPTANCE By signing below, you acknowledge and agree to our estimate, contract, exclusions, conditions, payments, and Terms and Conditions attached shall comprise to be the Agreement. The values shown above represent a specific scope; no other work should be assumed unless specifically noted in the text of the above line items.
TERMS: NET 30 TERMS. Client must pay the balance of the entire Estimate and/or CO within 30 calendar days of notice by SPEC that Project is Complete.
Failure to pay any amount when due shall cause interest to begin to accrue at 12% per annum on the entire unpaid amount of the Agreement. Any late payment will cause Client being responsible for a 2% late fee on any late payment. Any action

SUBTOTAL	153,203.62
TAX	2,736.50

Please write checks to

Specified Play Equipment Co (SPEC Play)

121 #1 Industrial Road

Belmont, CA 94002

by SPEC to enforce collection of Agreement amount owed, Client must pay all attorney fees and costs.

TOTAL	$155,940.12

Accepted By

Accepted Date

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

SPEC has signified SPEC's willingness to erect the Project, is defined as the structure identified to be constructed in the Estimate in accordance with the drawings and specifications attached to this Agreement and signed by SPEC and Client, and in accordance with the conditions and for the consideration set forth below and the attached Estimate. Hereinafter SPEC and Client are jointly referred to as "Parties" or "Party".

It is agreed between the parties, in consideration of their mutual agreements, as follows:

1. SPEC agrees:

A. To furnish all the materials and perform all the work for the erection of the Project in accordance with the plans and specifications prepared by SPEC, signed by Client, and attached to this Agreement as Estimate and made a part of this Agreement.

B. To maintain insurance to protect SPEC from claims under worker's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Agreement, whether such operations be by SPEC or by any subcontractor or anyone directly or indirectly employed by either of them. No other insurance is expected or maintained by SPEC unless specifically stated in this Agreement or Estimate.

C. Bonds. SPEC is not required to maintain a Bond unless specifically stated in the Estimate.

D. That Client may make any alterations, deviations, additions or omissions from the plans and specifications, or either of them, which SPEC shall deem proper, by a written order "Change Order" signed by all necessary parties and approved by Client, without affecting or making void this Agreement and in all such cases Client shall appraise such alterations, and add to or deduct from the amount agreed to be paid to SPEC any excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work caused by the alterations or deviations as SPEC shall decide to be reasonable.

If SPEC should be adjudged a bankrupt, or if SPEC should make a general assignment for benefit of SPEC creditors, or if a receiver should be appointed on account of SPEC insolvency, or if SPEC should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if SPEC should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the architect, or otherwise be guilty of a substantial violation of any provision of the contract, Client, that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving SPEC 30 days written notice, terminate the employment of SPEC and take possession of the Project and of all materials, tools and appliances in the Project.

2. The Client agrees:

A. Client understands and agrees no other work should be assumed to be done by SPEC unless specifically expressed in the Estimate and/or the Terms and Agreement. This includes but not limited to, SPEC does not have the responsibility for: offloading equipment, removal of packaging, project security, landscape and hardscape repair, delays due to conflicts, removal of spoils, locating underground, utilities, pipes, obstructions, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, soil samples.

B. To pay the SPEC for the performance of this Agreement, subject to additions and deductions provided in this Agreement, in current funds as provided in the Estimate. Where quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to Client or SPEC, there shall be an equitable adjustment of this Agreement to prevent such hardship. The Client shall make payments on account of this Agreement, which includes the Estimate.

C. SPEC is not responsible for but not limited to Union Agreements or Project Labor Agreement.

D. To give all requisite notices to the proper authorities, obtain all official inspections, permits, certificates and licenses made necessary by the work in SPEC Estimate, and pay all proper and legal fees.

E. Deliverables, Objectives, and Project Phases. Each Estimate will describe the deliverables, objectives, or project phases that SPEC must complete. The completion of each deliverable, objective, or project phase is subject to review by Client. If a payment is contingent upon SPEC completing a deliverable, objective, or project phase, then the payment will not be due until Client provides written acceptance of completion.

F. Change Requests. Client request changes to the scope of the Project by sending a written request to SPEC ("Change Request"). Within ten (10) days after receiving a Change Request, SPEC will review the Change Request and notify Client in writing of any financial or schedule change required to implement the Change Request. The Change Request will not be binding unless agreed to in writing by both parties. If Client agrees to pay SPEC's additional fees to make the changes, then SPEC may not refuse to accept the Change Request.

G. Ownership of Developed Intellectual Property. All documents, including original drawings, estimates, specifications, field notes, and data are and remain the property of SPEC as instruments of service. SPEC shall grant Client a perpetual, non-exclusive, irrevocable license to a set of reproducible record prints of drawings and copies of other instruments of service for Client's use in connection with the Project, for future renovations, repairs, maintenance, or operations related to the Project, and for the limited purpose of Client's development and/or marketing efforts, including, but not limited to, communications with potential donors and other funding sources. SPEC shall not be responsible

for any modifications to the Project made by Client or Client's representatives using SPEC's Instruments of Service. Reuse for new projects shall require the prior, express, and written permission of SPEC and shall entitle SPEC to further compensation at a rate to be agreed on by Client and SPEC.

H. Conflicting Contractual Obligations. Client warrants that Client will be free, as of the date of the performance by SPEC of any services pursuant to this Agreement, of any contractual obligations that would prevent Client from having the services performed by SPEC, and that SPEC's offer or agreement to the Project in no way caused or induced Client to breach any existing contractual obligations.

E. Client Review of Work Product. Client shall review all reports and data submitted by SPEC within ten (10) days following delivery and shall notify SPEC in writing of any discrepancies or deficiencies contained in the material.

F. Access To Premises. Client must provide constant access to the Premises to include but not limited to workmen, materials, tools, and equipment. SPEC is not responsible for grades, stable, compacted, underground obstacles (pipes, wiring, rocks and so forth) and workable, rough grade to be taken plus or minus one tenth of one inch.

3. Indemnification.

A. General Indemnification. SPEC will defend and indemnify Client, its subsidiaries and affiliates, and their respective officers, directors, agents and employees (collectively, the "Client Parties") against all third party claims, demands, suits, or actions (collectively "Claims") brought against any of the Client Parties, and pay reasonable damages, costs, losses, liabilities and expenses (including reasonable attorney's fees) incurred by any of the Client Parties as a result of such Claims, to the extent arising from SPEC's, or its employee's or agent's: (a) willful misconduct; or (b) breach of any provision of this Agreement or any Change Request.

B. Indemnification Notification and Procedure. Client will promptly notify SPEC of any claims or potential Claims and give SPEC reasonable assistance in the defense of the Claim. Client will not take any action that impairs SPEC's defense of the Claim. SPEC may not, without Client Party's written consent, settle a claim or stipulate to the entry of a judgment in any manner that admits liability of a Client Party or imposes any obligation on such indemnified party.

4. Miscellaneous:

A. If SPEC be delayed at any time in the progress of the work by any act or neglect of Client, or of any employee of either, or by any other contractor employed by Client, or by changes ordered in the work, or any claim under Force Maj Majeure ore clause below or by any cause which SPEC shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as SPEC may decide.

B. The parties intend that SPEC, in performing services specified in this Agreement, shall act as an independent contractor and shall have complete control of the work and the manner in which it is performed. SPEC shall be free to contract for similar services to be performed for other customers while supplier is under contract with Client. SPEC is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, or in bonus, stock, or similar benefits that Client provides for its employees.

C. The personnel furnished pursuant to this Agreement will be, and remain, employees of SPEC, and SPEC will exercise complete control over their conduct and will pay all wages, expenses, social security taxes, federal and state unemployment insurance, and any similar taxes relating to the employees.

D. LIMITATION OF LIABILITY. IN NO EVENT SHALL SPEC BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL SPEC'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CLIENT TO SPEC UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

E. Assignability. This Agreement will be binding upon Client's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Client, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Client may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Client may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Client's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.

F. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Client represents and warrants that Client is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any Estimate or Change Request conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such Estimate or Change Request.

G. Severability. If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

H. Modification, Waiver. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Client of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

I. Notices. Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with the address stated on the Estimate. The address of a Party to which notices, or other communications shall be mailed may be changed from time to time by giving written notice to the other Parties.

J. Attorneys Fees & Costs. In any court, mediation, arbitration, action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.

K. Signatures. This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

L. Force Majeure. Neither Party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform (*contract shall be allowed to be extended by SPEC pursuant to Section 4.A. of this Agreement*) in accordance with the terms of this Agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, strikes, pandemics or any other unforeseeable cause not within the reasonable control of either party (collectively referred to herein as "Force Majeure Event"). A Force Majeure event does not include an act of negligence or Intentional Wrongdoing by either party. Notwithstanding the foregoing, any party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

5. Optional Services. SPEC may be able to assist Client in other services in connection, however this Agreement, specifically exclude these services unless Client enters a separate written and signed agreement with Client.

A. Structural Design Engineer ("SDE"). Client acknowledges and understands that the structure being built is a prefabricated, pre-engineered, assembled onsite solution. In certain jurisdictions, the footers may require a local licensed structural engineer to seal and stamp the manufacturer recommended footers based on the local soil conditions. Client is responsible to get obtain a local SDE to provide any certifications required.

Client, acknowledges and understands that SPEC is not responsible for paying for the SDE. This is a separate cost paid by client directly to SPEC. Should Client wish to utilize SPEC's consulting services to identify and retain SDE, this will be a separate cost on a per project basis. Should Client wish to retain SPEC's consulting services for this specific service, Parties will agree in a signed writing that Client is seeking SPEC's assistance to provide this service. SPEC will provide Client with a Retainer Amount to be paid prior to services start. Said retainer will be billed against by SPEC. Any unused portion of the retainer will be refunded. Additionally, should the retainer be insufficient, Client agrees to replenish upon request by SPEC.

B. Permits or Equivalent. Client, acknowledges and understands that it is the Client's responsibility to secure all permits or equivalent associated with the installation of the Project. Further SPEC is not responsible for any application or other submittals to the Accessibility at the Department commonly referred to as the "DSA".

*Initials:*_____

PROPOSAL #:137-182947-1

GLEN VIEW TK/KINDER

Burke
PLAY THAT MOVES YOU
BURKE.COM • 800.248.7253



SPEC
SPECIFIED PLAY EQUIPMENT CO.

3D Designer: Gina




Glen View Elementary school
W 9th St
W 9th St
W 9th St
W 9th St
W 9th St
W 9th St
Google

4/24/2024

Job Number: 24-4018
Job: Glen View ES- Swing Replacement
Quote Name: Quote-24-4018-Glen View ES- Swing Replacement
Quote Number: Q-07517

Prepared by:
JeanTyan
jean@miracleplaygroup.com

Terms: Net 30
Remit to: Miracle Playsystems, Inc.
1276 S Main St., Salinas, CA 93901

Sub Total: $1,351.04
Freight: $238.00
Estimated Tax: $123.26
Total: $1,712.30

Miracle

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
Miracle Parts	104467- Bolt 7/16-14X2 BHD 6 Lobe 18-8 SS	8	$8.53	$68.24	$6.22
Miracle Parts	984429ZP- Clevis Swing Hanger (Zinc Plated) Drilled/Tapped	8	$49.63	$397.04	$36.22
Miracle Parts	104506- Bolt 3/8-16 X1 1/4 BHD 6 Lobe 18-8 SS	8	$8.53	$68.24	$6.22
Miracle Parts	990410- Shackle "D" (Small) Bag of 2 w/bolts	4	$52.38	$209.52	$19.12
Miracle Parts	2840- Swing Part Slash Proof Seat with Chain (8' TR) Color = Blue	4	$152.00	$608.00	$55.48

Sub Total: $1,351.04
Total Freight: $238.00
Total Estimated Tax: $123.26
Grand Total: $1,712.30

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.	
End User Company: Gilroy Unified School District **End User Contact:** **End User Email:** **Delivery Contact:** **Delivery Email:** **Delivery Phone:** **Delivery Address:** 220 Swanston Lane Gilroy CA 95020 **Site Address:** 7810 Arroyo Circle Gilroy	**Bill To Email:** sylvia.garcia@gilroyunified.net linda.figone@gilroyunified.org **Bill To:** Gilroy Unified School District **Customer Reference #:**

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems **DOES NOT** include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of $1M/$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.

- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 30 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____

MIRACLE PLAYSYSTEMS, INC. – PO BOX 263, ALAMO, CA 94507 – (800) 879-7730 – (510) 893-2163 (FAX)
CSL: 981433 – DIR: 1000015853

SKC COMPANY
RENT – LEASE – SALE – FINANCE
NEW OR USED DSA MODULAR CLASSROOMS
CA Manufacturer License No. MF1279666 DIR No. 1000012108

Proposal#MS0124-3

Date: January 29, 2024

Client:
Gilroy USD
7810 Arroyo Circle
Gilroy, CA 95020

Attn:
Joe A. Vela AIA CSI | Aedis Architects | M: 408-687.7005

RE: Miscellaneous Sale of NEW DSA Standard Ramps and Step Assemblies for Rod Kelley ES

Greetings Joe!

Thank you for the opportunity to provide a quote for miscellaneous sale at Rod Kelley Elementary School, 8755 Kern Ave., Gilroy, CA 95020. This proposal is based on SKC COMPANY RAMP PC#04-122029 and availability based on execution of Sale Agreement and District Purchase Order and/or with any One-Times Deposit. District specifications were not provided at the time of this proposal. All terms and conditions shall be per SKC COMPANY SALES AGREEMENT.

SKC COMPANY

Disclaimer:
This proposal is valid for 30 days. Due to the potential for tariff price fluctuations, we reserve the right to review this quote prior to the execution of a contract and request a change to the pricing and terms of this proposal with appropriate substantiation.

Public Health Emergency Disclaimer (COVID-19):
The contract price for this proposal has been calculated based on the current prices for the component building materials. However, the market for building materials may become volatile, and sudden price increases could occur as a result of the coronavirus outbreak. SKC COMPANY agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of building materials or component equipment after the date this proposal is issued, client agrees to the increased cost. SKC COMPANY may also experience delays in completing the project as a result of the coronavirus outbreak. The contract sum, time of completion or contract requirements affected by the coronavirus outbreak shall be equitably adjusted.

***Important Note**: The actual dates may vary based upon the District's Architect receipt of DSA approval for the Building and the project site. Any non-standard changes by DSA may create additional charges. In addition, the availability of the project site to begin construction may vary the proposed schedule. Delays in the schedule may impact the project cost.*

WARRANTY.

PREVIOUSLY-LEASED OR OWNED (USED) EQUIPMENT. Buyer acknowledges that certain Equipment (including without limitation any container purchased hereunder) is previously-leased, used equipment. Such Equipment is not subject to the warranty set forth in subsection (b) below, and will have normal wear and tear conditions consistent with other used equipment of similar or like age and circumstances with regard to areas including but not limited to wall panel surfaces, ceiling tiles, windows, general appearance, etc. Seller sells such used Equipment "AS-IS",and warrants only that used Equipment corresponds to the description thereof set forth in the Sale Agreement. Otherwise,

Proposal#MS0124-3

SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE USED EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.

Item Description	COST	Tax	Piggyback#	# Quantity	Totals
Standard 12' Ramp (Primed Only)	$ 56.96	Y	1420	83	$ 4,727.68
Standard 16' Ramp (Primed Only)	$ 56.96	Y	1420	99	$ 5,639.04
6'x6'deck w/3riser (Primed Only)	$ 56.96	Y	1420	48	$ 2,734.08
6'x6'deck w/3riser (Primed Only)	$ 56.96	Y	1420	48	$ 2,734.08
Duratemp 4x8 Skirting (Primed Only)	$ 100.00	Y		10	$ 1,000.00
2x6x12 PT	$ 23.00	Y		14	$ 322.00
2x4x12 DF	$ 15.00	Y		13	$ 195.00
16" Restrain Pipes	$ 20.00	Y		32	$ 640.00
Screws/Lags/Bonding/j-rail	$ 150.00	Y		2	$ 300.00
RAMP DELIVERY (EXCLUDES off-load)	$ 1,822.50			1	$ 1,822.50
Installation of New Ramps/Steps	EXCLUDED			0	EXCLUDED
DSA Fee (Stockpile)	$ 1,050.00			1	$ 1,050.00
DSA Lab & In-Plant Inspections	$ 750.00			1	$ 750.00
EXCLUSIONS:					
Anything herein not Stated, Finished Paint, Off-loading from Truck, Installation					
Misc Sale:	$ 21,914.38				$ 21,914.38
Tax (9.125%):	$ 1,669.13				
Bond (1.7%):	$ 400.92				
GRAND TOTAL:	$ 23,984.43				

SKC COMPANY

Standard Ramp/Step System:

(NEW) 5'x7' Deck, 4'x12' Ramp with 14' Handrail (PRIMED ONLY)
(NEW) 5'x7' Deck, 4'x16' Ramp with 18' Handrail (PRIMED ONLY)
(NEW) 6'x6' Deck, 3-Step Riser (PRIMED ONLY)
(NEW) 6'x6' Deck, 3-Step Riser (PRIMED ONLY)

EXCLUSIONS:

- Off-load from transporter on delivery to site
- Install, paint and/or painting.
- Pricing does not include taxes - unless Indicated.
- SKC Company assumes any unleveled sites which exceed DSA tolerances, will be graded or pads will be built up with asphalt to obtain a level surface for delivery and installation. If this is not the case, additional charge to the Lessee will be assessed for material and labor to level the buildings. SKC Company assumes Lessee will trim trees, remove fencing, fence posts, sign posts, bollards, utility lines, etc., in order to provide access to and from sites, where applicable. Site preparation is the responsibility of
- Standard, pre-approved and pre-fabricated ramps with zero clearance toe piece are not included, additional charge to occur (unless noted otherwise) custom section can be fabricated.
- The omission of any item(s) not specifically listed in the above scope of work shall not be construed on the pricing or scope
- All site work. Including but not limited to:
  - Site preparation and access

Proposal#MS0124-3

  - Spoils, asphalt or sod removal from site
  - Engineered pad
  - Connection of all utilities
  - Walkways, landscaping, and irrigation
  - Concrete curb and flatwork
- Soil testing and reports.
- Survey and Staking
- Grading, excavating
- Backfill and compaction around buildings
- Special unloading or craning
- Fees for blocking streets
- Special transportation routing
- Local permits, pilot cars, police escorts, if required
- Concrete stem wall or slab foundations
- Foundation vents and grates – Note: Installation of vents and grates by GC is followed after building installation
- Shop drawing, submittal, or plan review for contractors or consultants that are not SKC COMPANY's own subcontractors. This includes but is not limited to foundation and/or rebar shop drawings, civil and utility plans
- Special provisions required for foundation specifications when owner elects to install foundation
- Concrete slurry
- Weld plates
- Installation of a wood foundation on a concrete slab
- Custom extended stem walls and footing, concrete ramps, landings, handrails, or walkways required due to poor or unleveled site conditions or soils reports requirements
- Under building drainage / drywells
- Site construction fences and gates
- Secure staging area
- Staging site damages due to unknown conditions
- In plant / on site DSA approved inspectors
- Any fire rating requirements due to building sighting
- Fire rated assemblies, unless noted.
- Fire sprinklers
- Water flow tests and rates (required for sprinkler design)
- Water system Chlorination testing/ certification
- Roof water testing/ Door flood test/ Flood test
- Condensation for roof mount units
- All permanent or temporary power, telephone, fencing, security, dust control, project trailer, and toilets
- All wire, controls, devices, equipment and connections for all low voltage systems including but not limited to energy management system, fire alarm, communication, signal, smoke and heat detector, and security systems
- Special back boxes for phone system, FA, security and intercom system
- Conduit, raceways, boxes, cable trays above ceiling
- Electrical grounding system or components
- Wire mold
- EMS system

SKC COMPANY

Proposal#MS0124-3

- Exterior lighting other than standard door way lights
- Lighting control panel
- Motion sensors (exception: sensors for interior lighting controls)
- Utility meters, pressure regulators and shut-off valves
- Electrical transformers and main switch gear
- Architect fees
- Casework
- All appliances
- Signage
- Window shades- manual or operable
- Toilet accessories
- Seamless gutters
- HVAC finished exposed ducting
- HVAC hard ducting at mod-line crossovers
- No furniture or equipment included
- Full time superintendent
- Professional cleaning – including waxing floors, stripping and sealing
- Elevator inspections – to be done by District
- Sump pumps
- Elevator maintenance contractor
- Field Installed Ceiling Tiles w/ the exception of mod lines
- WUI Code
- Skilled and Trained Workforce Requirements
- Prevailing Wage in SKC COMPANY Factory
- PSA/PLA Labor Union Agreements – all site labor will be non-union
- PSA/PLA Labor Union Agreements does not apply to SKC COMPANY Factory or any other off-site manufacturing
- Working weekends and/or holidays is not included

SKC COMPANY

NOTE: Any items(s) not listed in the assumed scope and exclusions shall not be construed to be included in this pricing

Thank you again for the opportunity to provide this proposal. Should you have any questions, concerns or require additional information, please do not hesitate to contact me on ***my cell at (714) 873-6599***, the ***office at (909)740-3120*** or via email at sheri.allen@skccompany.com.

If this meets your acceptance, please sign this proposal and return to me via email so that Contracts Specialist can write up the sale agreement, once we obtain the sale agreement and District PO with related Deposits our engineering can start on the drawings and DSA Form 6 and we can confirm schedule.

Sincerely,

Sheri Allen
Director of Sales and Marketing

Proposal#MS0124-3

Acceptance of Proposal

Name: _____

Signature: _____

Date: _____

Structural / Foundation System Disclaimer:
This proposal has been prepared based upon the information provided to SKC COMPANY by the client. In the event that documentation regarding the Structural Design Parameters and the Geotechnical features for the site have not been provided this proposal utilizes the following assumptions (unless otherwise noted within the proposal):

Site Class	=	D (Stiff Soil)
Risk Category	=	II (Single Story Structures)
Soil Bearing Pressure	=	1,000 psf (Wood Foundations)
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards	=	None
Wind Speed	=	110
Wind Exposure	=	C
Floor Live Load	=	50 psf
Roof Live Load	=	20 psf
Roof Snow Load	=	None

SKC COMPANY

In the event that additional information is provided to SKC COMPANY, following the preparation of the proposal, which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

Fire / Life Safety and Energy Compliance Features Disclaimer:
This proposal has been prepared based upon the information provided to SKC COMPANY by the client. This proposal reflects the relevant requirements of the California Code of Regulations (Title 24), any local amendments or modifications are excluded unless specifically noted other in this proposal. In the event that a partial set of design documentation was provided by the client SKC COMPANY has prepared this proposal utilizing the following assumptions (unless otherwise noted within the proposal):

Type of Construction	=	V-B
Unspecified Construction Materials	=	Any type of material permitted by code
Occupancy Group	=	E (Any School Structure)
	=	B (Any Non-school Structure)
Mixed Occupancies	=	Nonseparated
Automatic Fire Sprinkler System	=	None (Single Story Structure)
	=	None (Multi-story “B Occupancy” Structure)
Fire Alarm System Pathways	=	Yes (“E Occupancy” Structure) per Modular Stockpile

Proposal#MS0124-3

	=	None (“B Occupancy” Structure)
Fire Resistance Rated Construction:		
Exterior Walls	=	None
Interior Walls	=	None
Floors	=	None
Roofs	=	None
Structural Frame	=	None
Fire Separation Distance	=	10’ Minimum
Fire Hazard Severity Zone	=	No
Wildland Urban Interface Fire Area	=	No
Electrical Service	=	120/208 1-Phase
Climate Zone	=	Standard (minimum)
EMS Controls / Interface	=	None
Thermal Insulation	=	Per applicable PC (Existing Stockpile)
Cool Roof	=	None
HVAC System Efficiency	=	Per applicable PC (Existing HVAC)

In the event that additional information is provided to SKC COMPANY, following the preparation of the proposal, which conflicts with the values indicated above, the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

SKC COMPANY

EnviroScience, Inc.
An Environmental Consulting and Industrial Hygiene Company

Transportation Yard
Haz-Mat inspection, sampling, analysis and report

REVISED PROPOSAL

ORIGINAL Dat 5/10/23	**Submitted By:**	**Attn:**	**Proposal Nº:**
REVISED Date 04/30/24	ESI	Ms. Marissa Van Patten	**P60-R**

Pjct No: 05/10/23
To: **GUSD**
Attn: Ms. Marissa Van Patten
Project Manager, Facilities
Cell: 408-612-2720
Email: Marissa.VanPatten@gilroyunified.org
cc: Paul Nadeau, Director
Paul.Nadeau@gilroyunified.org

Pjct Loc'n: **Transportation Yard**
Haz-Mat inspection, sampling, analysis and report

Scope:
1) Background project review
2) Detailed Site inspection & sampling
3) Collection & analysis of asbestos & lead samples
4) Inventory of Universal Waste
5) Summary of findings and written report
6) Misc. direct expenses

TASK	DESCRIPTION	COST
1	**Background Project Review**	$ 975.00
	• Review existing drawings, past surveys & project needs	
	• Discuss the work schedule with the Client	
	• Procure sampling supplies, tools & equipment from the lab	
	• Setup inspection schedule with the Client	
2	**Field Survey & Sampling**	$ 7,500.00
	• Travel to and from Site	
	• Inspect all interior & exterior surfaces of the Transportation Yard	
	• Collect samples of suspect building materials for asbestos content	
	• Collect samples of suspect painted surfaces for lead content	
	• Mark sample locations on existing floor plans (if available)	
	• Document all field data	
	• Field and Photo documentation of all activities	
	• Visually count & inventory Universal Waste	
	(light tubes, ballasts, Freon, T-stats, fire extinguishers, etc.)	
3	**Laboratory Services**	
	• Sample login and completion of lab COC forms	$ 125.00
	• Sample delivery to an indep. Lab for proper analysis	$ 125.00
	• Analysis of bulk samples by PLM for asbestos content	$ 2,750.00
	• Re-analysis of samples by PLM 1200-Point Count to confirm <1% content	$ 1,600.00
	• Analysis of paint chip samples by Flame AAS for lead content	$ 1,800.00
4	**Documentation & Report of Findings**	$ 5,000.00
	• Review all lab analytical data	
	• Summarize findings in a spreadsheet report	
	• Provide detailed written report of the Haz-Mat investigation	
5	**Direct Expenses**	$ 425.00
	• Auto mileage to and from Site & Lab	
	• Sampling supplies & consumables	
	• reproduction, overnight mail, etc.	
6	**Post Survey Meeting & Discussion w/ Client**	$ 975.00
	• Setup meeting with District to discuss findings	
	• Review abatement needs and costs	
	• Recommend changes as needed	

SUB-TOTAL:	$	**21,275.00**
20% CONTINGENCY:	$	**4,255.00**
TOTAL PROPOSAL:	$	**25,530.00**

REVISED PROPOSAL

ORIGINAL Date: 5/10/23 **REVISED Date:** 04/30/24	**Submitted By:** ESI	**Attn:** Ms. Marissa Van Patten	**Proposal Nº:** **P59-R**

Pjct No:	05/10/23
To:	**GUSD**
Attn:	Ms. Marissa Van Patten Project Manager, Facilities
Cell:	408-612-2720
Email:	Marissa.VanPatten@gilroyunified.org
cc:	Paul Nadeau, Director Paul.Nadeau@gilroyunified.org

Pjct Loc'n: **Maintenance Building**
Haz-Mat inspection, sampling, analysis and report

Scope:
1) Background project review
2) Detailed Site inspection & sampling
3) Collection & analysis of asbestos & lead samples
4) Inventory of Universal Waste
5) Summary of findings and written report
6) Misc. direct expenses

TASK	DESCRIPTION	COST
1	**Background Project Review**	**$ 975.00**
	• Review existing drawings, past surveys & project needs	
	• Discuss the work schedule with the Client	
	• Procure sampling supplies, tools & equipment from the lab	
	• Setup inspection schedule with the Client	
2	**Field Survey & Sampling**	**$ 7,500.00**
	• Travel to and from Site	
	• Inspect all interior & exterior surfaces of th Maintenance Building	
	• Collect samples of suspect building materials for asbestos content	
	• Collect samples of suspect painted surfaces for lead content	
	• Mark sample locations on existing floor plans (if available)	
	• Document all field data	
	• Field and Photo documentation of all activities	
	• Visually count & inventory Universal Waste *(light tubes, ballasts, Freon, T-stats, fire extinguishers, etc.)*	
3	**Laboratory Services**	
	• Sample login and completion of lab COC forms	**$ 125.00**
	• Sample delivery to an indep. Lab for proper analysis	**$ 125.00**
	• Analysis of bulk samples by PLM for asbestos content	**$ 2,750.00**
	• Re-analysis of some samples by PLM 1200-Point Count to confirm <1% asbestos (if any)	**$ 1,600.00**
	• Analysis of paint chip samples by Flame AAS for lead content	**$ 1,800.00**
4	**Documentation & Report of Findings**	**$ 5,000.00**
	• Review all lab analytical data	
	• Summarize findings in a spreadsheet report	
	• Provide detailed written report of the Haz-Mat investigation	
5	**Direct Expenses**	**$ 425.00**
	• Auto mileage to and from Site & Lab	
	• Sampling supplies & consumables	
	• reproduction, overnight mail, etc.	
6	**Post Survey Meeting & Discussion w/ Client**	**$ 975.00**
	• Setup meeting with District to discuss findings	
	• Review abatement needs and costs	
	• Recommend changes as needed	

SUB-TOTAL:	**$**	**21,275.00**
20% CONTINGENCY:	**$**	**4,255.00**
TOTAL PROPOSAL:	**$**	**25,530.00**



QUOTATION: 24TRS-643976-1/C

GUSD: Antonio Del Buono ES: Preschool Classrooms

CREATED 5/1/2024 | Valid Through 5/9/2024

QUOTATION

GUSD: Antonio Del Buono ES: Preschool Classrooms

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: 24TRS-643976-1/C

CREATED 5/1/2024 / | **Valid Through 5/9/2024**

PRODUCT TOTALS	$78,772.50
See Quote Detail Summary	$7,384.92
GRAND TOTAL	**$86,157.42**

Requested Delivery Date: To be Determined

Sales Team:

Hannah Cardozo
Sales Specialist
hannah.cardozo@ki.com

Taylor Bredael-Schmidt
Inside Sales Specialist
taylor.schmidt@ki.com
877-240-5376

Sold To
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
P. (408) 847-2700
Customer # 18377

End User
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
P. (408) 847-2700

Ship To
J & H Panel Installation Inc.
Attn: Jesus Robles
435 B Reynolds Circle
San Jose, CA 95112

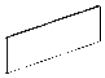
Installation
DROP SHIPPED/No Installation



Client Notes:
Quote reflects delivered pricing.
Installation is not included.
Changes in quantity, finish options, etc. may affect pricing.
When submitting purchasing contracts please reference quote#24TRS-643976-1
Please send PO directly to taylor.schmidt@ki.com

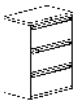
QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**5/9/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Antonio Del Buono ES: Preschool Classrooms - 24TRS-643976-1/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: D5							
1.1	**7D/R2442-74P-P S24379562V1**	700 Series Desk,Return,Partial Modesty Panel,74P Edge,24x42"W	2		$702.45	**$1,404.90**	
		Grommets	Grommets - left and right	/G			
		Grommet Color	Black grommet	/GBL			
		Enamel Color	Starlight Silver Metallic	/SX			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	RIVER CHERRY LAM 7937-38	/LRY			
		Edge Color	River Cherry edge	/TRY			
		Dimensional - Base/Leg Spacing	15" deep end panel (Left user side) in order to be free standing next to Toggle HA. Additional 3 working days lead-time is required	*Modified Note: Lead-time Change			
1.2	**7D/R2442-74P-P S24379564V1**	700 Series Desk,Return,Partial Modesty Panel,74P Edge,24x42"W	1		$702.45	**$702.45**	
		Grommets	Grommets - left and right	/G			
		Grommet Color	Black grommet	/GBL			
		Enamel Color	Starlight Silver Metallic	/SX			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	RIVER CHERRY LAM 7937-38	/LRY			
		Edge Color	River Cherry edge	/TRY			
		Dimensional - Base/Leg Spacing	15" deep end panel (right users side) in order to be free standing next to Toggle HA. Additional 3 working days lead-time is required	*Modified Note: Lead-time Change			
1.3	**LEDTK.31.SGL.GN**	Single Shelf/Cabinet LED Task Light,31"W, for 42 & 48" Overhead/Shelf	3		$103.50	**$310.50**	
							
1.4	**OH84QB**	Oath Task Arm Chair	3		$381.15	**$1,143.45**	
							
		Base Finish	Black plastic base	/P			
		Caster Type	Hard floor casters	/SC			
		Oath Mesh	Black	/OMBL			
		Upholstery Grade/Color	Compliance to TB 117-2013	/NFR			
		Upholstery Grade/Color	Pallas Fabric Group P0	GRPP0			
		P0 Fabric	TERRA	TERRA			
		TERRA	ONYX	/27.223.201.P			
1.5	**PRDS42/WW/LB**	Wireworks Universal Overhead w/Steel Door,Load Bar Mount,42"W	3		$423.90	**$1,271.70**	
							
		Overhead Assembly	Unassembled	/U			
		Overhead Paint Color Selection	Starlight Silver Metallic paint, Warm Grey plastic trim	/SX/HWG			
		Key Option	Key alike	/KA			
		Lock Color	Satin Chrome	/SCL			
		National Key Alike	Key alike lock #101	/L101			
1.6	**PTBO4212**	Overhead Tackboard,12"H,42"W	3		$117.45	**$352.35**	
							
		Mounting Option	Load bar mounted	/YLBM			
		Tackboard Fabric	Pallas Vertical Fabric Grade PV2	GRPV2			
		PV2 Fabric	GRIDLOCK	GRIDLOCK			
		GRIDLOCK	PINE	/28.085.021.P			
		Trim Color	Starlight Silver Metallic	/SX			
1.7	**S7L/3018T-74P**	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,30x18"	3		$167.40	**$502.20**	
							
		Surface Finish	KI laminates	Standard			
		KI laminates	RIVER CHERRY LAM 7937-38	/LRY			
		Edge Color	River Cherry edge	/TRY			

QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**5/9/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Antonio Del Buono ES: Preschool Classrooms - 24TRS-643976-1/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
1.8	**S7L/303603D**	700 Series Files Lat File,3H-30Wx18Dx39-1/4"H	3	$711.90	**$2,135.70**	
		Pull Options: Classic (inset pull) /CLSC Unit Color: Starlight Silver Metallic /SX Counterbalance Option: No Counterbalance -NOCBW Lock Option: Key alike /KA Lock Color: Satin Chrome /SCL Key Alike: Key alike lock #101 /L101				
1.9	**S7P/1520MBBF**	700 Series Files Mobile Ped-Box/Box/File-20" Nominal Depth	3	$504.00	**$1,512.00**	
		Pull Options: Classic (inset pull) /CLSC Unit Color: Starlight Silver Metallic /SX Lock Option: Key alike /KA Lock Color: Satin Chrome /SCL Key Alike: Key alike lock #101 /L101				
1.10	**SWLB.42**	Wall Mounted Load Bar,42"W	3	$81.90	**$245.70**	
		Paint Color: Starlight Silver Metallic .SX				
1.11	**TOGL3054ELC-74P**	Toggle C-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x52-1/2"	3	$1,048.50	**$3,145.50**	
		Modesty Panel: No modesty panel /NMP Base Finish: Black /BL Edge Color: Monticello Maple edge /EMT Surface Finish: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT				
1.12	**USPF2924**	Universal Height Adj Screen,Felt,29x24	2	$299.70	**$599.40**	
		Paint Color: Flannel /FN Felt Color: Flannel /FTFN				
Tag 1: D5				**WorkGroup Product Subtotal**	**$13,325.85**	
Tag 1: D6						
2.1	**IW413**	Intellect Wave 4-Leg Chair,Small	3	$72.00	**$216.00**	
		Glide Option: Steel glides /SG Carton Code Option: Cartoned /CTN Intellect Wave Frame Color: Champagne Metallic /CM Shell Color: No Fire Retardant /NFR Shell NFR: Ultra Blue /PUB				
2.2	**IWPD18**	Intellect Wave Task Chair,Large,Polypropylene	1	$139.50	**$139.50**	
		Base Option: Hard floor casters /S Shell Color: No Fire Retardant /NFR Shell NFR: Ultra Blue /PUB				
2.3	**RTEEJ34-73P**	Ruckus,Sit Height Adjustable Activity Table 19-1/2 to 32-1/2",Small Kite,3/4"Top,73P Edge,35x57"	3	$352.35	**$1,057.05**	
		Edge Color: Monticello Maple edge /EMT Laminate Color: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Base Finish: Champagne Metallic /CM Caster/Glides: Casters /CCC				
Tag 1: D6				**WorkGroup Product Subtotal**	**$1,412.55**	

QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**5/9/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Antonio Del Buono ES: Preschool Classrooms - 24TRS-643976-1/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
Tag 1: D8						
3.1	**IW413**	Intellect Wave 4-Leg Chair,Small	24	$72.00	**$1,728.00**	
		Glide Option: Steel glides /SG Carton Code Option: Cartoned /CTN Intellect Wave Frame Color: Champagne Metallic /CM Shell Color: No Fire Retardant /NFR Shell NFR: Ultra Blue /PUB				
3.2	**IWPD18**	Intellect Wave Task Chair,Large,Polypropylene	3	$139.50	**$418.50**	
		Base Option: Hard floor casters /S Shell Color: No Fire Retardant /NFR Shell NFR: Ultra Blue /PUB				
3.3	**MGBP10PADCAD**	Imaginasium Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Storage Caddy	1	$1,084.50	**$1,084.50**	
		Frame Finish: Champagne Metallic /CM Imaginasium Upholstery: Group 2 Vinyl GRP2V G2V Vinyl: 2V UMBEL 2VUPHUMBEL 2V UMBEL: SASSAFRAS /VUSS Blip Handle Option: With handle /WHL				
3.4	**RC4100H14**	Ricochet Stool,14" One Color Poly	4	$88.20	**$352.80**	
		Seat/Base/Column Color: Ultra Blue /1PUB Seat Pad/Ring Color: Blue Grey /PGR				
3.5	**RTEEJ34-73P**	Ruckus,Sit Height Adjustable Activity Table 19-1/2 to 32-1/2",Small Kite,3/4"Top,73P Edge,35x57"	6	$352.35	**$2,114.10**	
		Edge Color: Monticello Maple edge /EMT Laminate Color: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Base Finish: Champagne Metallic /CM Caster/Glides: Nylon glides /GNY				
3.6	**RTEEF368430-74P**	Ruckus,Sit Height Adjustable Activity Table 20 to 33",Kidney,1-1/4"Top,74P Edge,36x83x30"	1	$563.85	**$563.85**	
		Edge Color: Monticello Maple edge /EMT Laminate Color: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Base Finish: Champagne Metallic /CM Caster/Glides: Nylon glides /GNY				
Tag 1: D8				**WorkGroup Product Subtotal**	**$6,261.75**	
Tag 1: D9						
4.1	**MGBP10PADCAD**	Imaginasium Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Storage Caddy	1	$1,084.50	**$1,084.50**	
		Frame Finish: Champagne Metallic /CM Imaginasium Upholstery: Group 2 Vinyl GRP2V G2V Vinyl: 2V UMBEL 2VUPHUMBEL 2V UMBEL: SASSAFRAS /VUSS Blip Handle Option: With handle /WHL				
4.2	**IW413**	Intellect Wave 4-Leg Chair,Small	24	$72.00	**$1,728.00**	
		Glide Option: Steel glides /SG Carton Code Option: Cartoned /CTN Intellect Wave Frame Color: Champagne Metallic /CM Shell Color: No Fire Retardant /NFR Shell NFR: Ultra Blue /PUB				

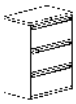
QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**5/9/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Antonio Del Buono ES: Preschool Classrooms - 24TRS-643976-1/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
4.3	**IWPD18**	Intellect Wave Task Chair,Large,Polypropylene	3	$139.50	**$418.50**	
		Base Option: Hard floor casters /S Shell Color: No Fire Retardant /NFR Shell NFR: Ultra Blue /PUB				
4.4	**RC4100H14**	Ricochet Stool,14" One Color Poly	4	$88.20	**$352.80**	
		Seat/Base/Column Color: Ultra Blue /1PUB Seat Pad/Ring Color: Blue Grey /PGR				
4.5	**RTEEJ34-73P**	Ruckus,Sit Height Adjustable Activity Table 19-1/2 to 32-1/2",Small Kite,3/4"Top,73P Edge,35x57"	6	$352.35	**$2,114.10**	
		Edge Color: Monticello Maple edge /EMT Laminate Color: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Base Finish: Champagne Metallic /CM Caster/Glides: Nylon glides /GNY				
4.6	**RTEEF368430-74P**	Ruckus,Sit Height Adjustable Activity Table 20 to 33",Kidney,1-1/4"Top,74P Edge,36x83x30"	1	$563.85	**$563.85**	
		Edge Color: Monticello Maple edge /EMT Laminate Color: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Base Finish: Champagne Metallic /CM Caster/Glides: Nylon glides /GNY				
Tag 1: D9				**WorkGroup Product Subtotal**	**$6,261.75**	
Tag 1: D12						
5.1	**DN2200**	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color	8	$258.75	**$2,070.00**	
		Poly Seat & Back Color: Compliance to TB 117-2013 -NFR Poly Seat & Back Color NFR: Warm Grey /PWG Frame Color: Starlight Silver Metallic /SX Caster Option: Hard floor casters /CHC Seat Upholstery: Compliance to TB 117-2013 /NFR Doni Upholstery NFR: Pallas Fabric Group P0 GRPP0 P0 Fabric: TERRA TERRA TERRA: SAPPHIRE /27.223.144.P				
5.2	**OH84QB**	Oath Task Arm Chair	8	$381.15	**$3,049.20**	
		Base Finish: Black plastic base /P Caster Type: Hard floor casters /SC Oath Mesh: Black /OMBL Upholstery Grade/Color: Compliance to TB 117-2013 /NFR Upholstery Grade/Color: Pallas Fabric Group P0 GRPP0 P0 Fabric: TERRA TERRA TERRA: ONYX /27.223.201.P				
5.3	**PINR1848T-74P**	Pirouette,Nesting Training,Rectangular,18x48",74P Edge	4	$506.25	**$2,025.00**	
		Edge Color: River Cherry edge /ERY Grommet/Power Option: No grommets, power, wire management/No cutouts /NNN Laminate: KI Laminates Standard KI Laminates: RIVER CHERRY LAM 7937-38 /LRY Leg Finish: Starlight Silver Metallic /SX Casters/Glides: 4 black casters w/silver hub (2 locking) /4EC Modesty Panel: No modesty panel /NMP				

QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**5/9/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Antonio Del Buono ES: Preschool Classrooms - 24TRS-643976-1/C

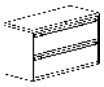
Line	Model		Qty.	Sell Price	Extended Total	TBD Options
5.4	**S7L/3018T-74P**	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,30x18"	5	$167.40	**$837.00**	
		Surface Finish: KI laminates / Standard KI laminates: RIVER CHERRY LAM 7937-38 / /LRY Edge Color: River Cherry edge / /TRY				
5.5	**S7L/303603D**	700 Series Files Lat File,3H-30Wx18Dx39-1/4"H	5	$816.75	**$4,083.75**	
		Pull Options: Classic (inset pull) / /CLSC Unit Color: Champagne Metallic / /CM Counterbalance Option: With counterbalance / /CBW Lock Option: Key alike / /KA Lock Color: Satin Chrome / /SCL Key Alike: Key alike lock #101 / /L101				
Tag 1: D12				**WorkGroup Product Subtotal**	**$12,064.95**	
Tag 1: D13						
6.1	**ATS44854FHC/MB**	All Terrain Screen Full Height Core,4 Point Base,Marker Board,48"Wx54"H	3	$601.65	**$1,804.95**	
		Base Options: 4 black casters (2 locking) / /4CW Paint Colors: Champagne Metallic / /CM				
6.2	**IW413**	Intellect Wave 4-Leg Chair,Small	3	$72.00	**$216.00**	
		Glide Option: Steel glides / /SG Carton Code Option: Cartoned / /CTN Intellect Wave Frame Color: Champagne Metallic / /CM Shell Color: No Fire Retardant / /NFR Shell NFR: Ultra Blue / /PUB				
6.3	**IWPD18**	Intellect Wave Task Chair,Large,Polypropylene	1	$139.50	**$139.50**	
		Base Option: Hard floor casters / /S Shell Color: No Fire Retardant / /NFR Shell NFR: Ultra Blue / /PUB				
6.4	**MGBK001**	Imaginasium Blocks, I-Block	2	$175.95	**$351.90**	
		Imaginasium Upholstery: Group 2 Vinyl / GRP2V G2V Vinyl: 2V UMBEL / 2VUPHUMBEL 2V UMBEL: PARADISE / /VUPD				
6.5	**MGBK002**	Imaginasium Blocks, L-Block	2	$367.20	**$734.40**	
		Imaginasium Upholstery: Group 2 Vinyl / GRP2V G2V Vinyl: 2V UMBEL / 2VUPHUMBEL 2V UMBEL: CAROTENE / /VUCR				
6.6	**MGBK003**	Imaginasium Blocks, V-Block	4	$149.85	**$599.40**	
		Imaginasium Upholstery: Group 2 Vinyl / GRP2V G2V Vinyl: 2V UMBEL / 2VUPHUMBEL 2V UMBEL: MOLTEN / /VUMT				
6.7	**MGBP10PADCAD**	Imaginasium Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Storage Caddy	1	$1,084.50	**$1,084.50**	
		Frame Finish: Champagne Metallic / /CM Imaginasium Upholstery: Group 2 Vinyl / GRP2V G2V Vinyl: 2V UMBEL / 2VUPHUMBEL 2V UMBEL: SASSAFRAS / /VUSS Blip Handle Option: With handle / /WHL				

QUOTATION

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Line	Model		Qty.	Sell Price	Extended Total	TBD Options
6.8	**RKT441842OPT/36T**	Ruckus,Tote Storage,Tall,3-Column unit,Open,w/Laminate Top,44"Wx18"Dx42"H,includes (15)3"totes & (6)6"totes	1	$1,033.65	**$1,033.65**	
		Storage Base: 4 black casters /4CW Surface Finish: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Edge Color: Monticello Maple edge /EMT Paint Color: Champagne Metallic /CM				
6.9	**RTEEJ34-73P**	Ruckus,Sit Height Adjustable Activity Table 19-1/2 to 32-1/2",Small Kite,3/4"Top,73P Edge,35x57"	3	$352.35	**$1,057.05**	
		Edge Color: Monticello Maple edge /EMT Laminate Color: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Base Finish: Champagne Metallic /CM Caster/Glides: Casters /CCC				
6.10	**S7L/30360HD**	700 Series Files Cabinet-2 Shelves-30Wx18Dx39-1/4"H	2	$603.00	**$1,206.00**	
		Pull Options: Classic (inset pull) /CLSC Unit Color: Champagne Metallic /CM Lock Option: Key alike /KA Lock Color: Satin Chrome /SCL Key Alike: Key alike lock #101 /L101				
6.11	**S7L/3018T-74P**	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,30x18"	2	$167.40	**$334.80**	
		Surface Finish: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Edge Color: Monticello Maple /TMT				
Tag 1: D13				**WorkGroup Product Subtotal**	**$8,562.15**	
Tag 1: D15						
7.1	**IW413**	Intellect Wave 4-Leg Chair,Small	3	$72.00	**$216.00**	
		Glide Option: Steel glides /SG Carton Code Option: Cartoned /CTN Intellect Wave Frame Color: Champagne Metallic /CM Shell Color: No Fire Retardant /NFR Shell NFR: Ultra Blue /PUB				
7.2	**IWPD18**	Intellect Wave Task Chair,Large,Polypropylene	1	$139.50	**$139.50**	
		Base Option: Hard floor casters /S Shell Color: No Fire Retardant /NFR Shell NFR: Ultra Blue /PUB				
7.3	**RTEEJ34-73P**	Ruckus,Sit Height Adjustable Activity Table 19-1/2 to 32-1/2",Small Kite,3/4"Top,73P Edge,35x57"	3	$352.35	**$1,057.05**	
		Edge Color: Monticello Maple edge /EMT Laminate Color: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Base Finish: Champagne Metallic /CM Caster/Glides: Casters /CCC				
Tag 1: D15				**WorkGroup Product Subtotal**	**$1,412.55**	

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Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: E1							
8.1	**OH84QB**	Oath Task Arm Chair	2		$381.15	**$762.30**	
		Base Finish	Black plastic base	/P			
		Caster Type	Hard floor casters	/SC			
		Oath Mesh	Black	/OMBL			
		Upholstery Grade/Color	Compliance to TB 117-2013	/NFR			
		Upholstery Grade/Color	Pallas Fabric Group P0	GRPP0			
		P0 Fabric	TERRA	TERRA			
		TERRA	ONYX	/27.223.201.P			
8.2	**S7L/422102D**	700 Series Files Lat File,2H-42Wx18Dx23-15/16"H	1		$756.00	**$756.00**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Starlight Silver Metallic	/SX			
		Counterbalance Option	With Counterbalance	/CBW			
		Lock Option	Key alike	/KA			
		Lock Color	Satin Chrome	/SCL			
		Key Alike	Key alike lock #101	/L101			
8.3	**S7P/1520MBBF**	700 Series Files Mobile Ped-Box/Box/File-20" Nominal Depth	2		$504.00	**$1,008.00**	
		Pull Options	Classic (inset pull)	/CLSC			
		Unit Color	Starlight Silver Metallic	/SX			
		Lock Option	Key alike	/KA			
		Lock Color	Satin Chrome	/SCL			
		Key Alike	Key alike lock #101	/L101			
8.4	**UCANTD12.L**	Unite Worksurface Bracket For Worksurface Only,Left	1		$32.85	**$32.85**	
		Trim Color	Starlight Silver Metallic	/SX			
8.5	**UEOR32**	Unite End-Of-Run Condition,32"H	1		$29.70	**$29.70**	
		Trim Color	Starlight Silver Metallic	/SX			
8.6	**UEOR40**	Unite End-Of-Run Condition,40"H	1		$32.85	**$32.85**	
		Trim Color	Champagne Metallic	/CM			
8.7	**UEORV08**	Unite End-Of-Run,Change Of Height Condition,8"H	1		$20.25	**$20.25**	
		Trim Color	Starlight Silver Metallic	/SX			
8.8	**UMFR3040**	Unite Mono Fabric Panel,Standard Base Raceway,30Wx40"H	1		$275.40	**$275.40**	
		Top Cap	Flat trim (std)	/F			
		Trim Color	Starlight Silver Metallic	/SX			
		Panel Fabric Side 1	Pallas Vertical Fabric Grade PV2	GRPV2			
		PV2 Fabric	GRIDLOCK	GRIDLOCK			
		GRIDLOCK	PINE	/28.085.021.PS1			
		Panel Fabric Side 2	Pallas Vertical Fabric Grade PV2	GRPV2			
		PV2 Fabric	GRIDLOCK	GRIDLOCK			
		GRIDLOCK	PINE	/28.085.021.PS2			
		Electrical Code	Domestic - with cutouts	/DP			

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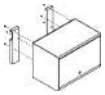
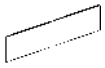
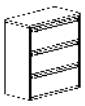
Line	Model		Qty.	Sell Price	Extended Total	TBD Options
8.9	**UMFR3632**	Unite Mono Fabric Panel,Standard Base Raceway,36Wx32"H	1	$279.00	**$279.00**	
		Top Cap: Flat trim (std) /F Trim Color: Starlight Silver Metallic /SX Panel Fabric Side 1: Pallas Vertical Fabric Grade PV2 GRPV2 PV2 Fabric: GRIDLOCK GRIDLOCK GRIDLOCK: PINE /28.085.021.PS1 Panel Fabric Side 2: Pallas Vertical Fabric Grade PV2 GRPV2 PV2 Fabric: GRIDLOCK GRIDLOCK GRIDLOCK: PINE /28.085.021.PS2 Electrical Code: Domestic - with cutouts /DP				
8.10	**UMFR3640**	Unite Mono Fabric Panel,Standard Base Raceway,36Wx40"H	1	$310.95	**$310.95**	
		Top Cap: Flat trim (std) /F Trim Color: Starlight Silver /SX Panel Fabric Side 1: Pallas Vertical Fabric Grade PV2 GRPV2 PV2 Fabric: GRIDLOCK GRIDLOCK GRIDLOCK: PINE /28.085.021.PS1 Panel Fabric Side 2: Pallas Vertical Fabric Grade PV2 GRPV2 PV2 Fabric: GRIDLOCK GRIDLOCK GRIDLOCK: PINE /28.085.021.PS2 Electrical Code: Domestic - with cutouts /DP				
8.11	**UNWM40**	Unite Adjust Wall Mount,40"	2	$85.95	**$171.90**	
		Finish Color: Starlight Silver Metallic /SX				
8.12	**UPENPL30**	Unite Worksurface Peninsula Attachment Plate,74P Worksurface 30"	2	$13.50	**$27.00**	
						
8.13	**UPNLO3029**	Unite Support Leg,Non-Panel Mounted,Open,Supports 29" Peninsula Worksurface,30x27-3/4"H	3	$121.95	**$365.85**	
		Edge Style: 74P edge /74P Trim Color: Starlight Silver Metallic /SX				
8.14	**UPSLI3029**	Unite Support Leg,Panel Mounted,Insert,30x27-3/4"H	1	$202.50	**$202.50**	
		Orientation: Left /L Edge Style: 74P edge /74P Trim Color: Starlight Silver Metallic /SX Insert Type: Perforated steel /PS Insert Color: Starlight Silver Metallic /ISX				
8.15	**UPSLO3029**	Unite Support Leg,Panel Mounted,Open,30x27-3/4"H	1	$123.75	**$123.75**	
		Orientation: Right /R Edge Style: 74P edge /74P Trim Color: Starlight Silver Metallic /SX				
8.16	**UWR3060-74P**	Unite Rectangular Worksurface,74P Edge,30x60"W	2	$207.90	**$415.80**	
		Edge Color: River Cherry edge /ERY Grommet Option: Grommet : Center /C Grommet Color: Black grommet /BL Laminate Color: KI Laminates Standard KI Laminates: RIVER CHERRY LAM 7937-38 /LRY				

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Line	Model		Qty.	Sell Price	Extended Total	TBD Options
8.17	**UWR3072-74P**	Unite Rectangular Worksurface,74P Edge,30x72"W	2	$220.50	**$441.00**	
		Edge Color	River Cherry edge	/ERY		
		Grommet Option	Grommet : Center	/C		
		Grommet Color	Black grommet	/BL		
		Laminate Color	KI Laminates	Standard		
		KI Laminates	RIVER CHERRY LAM 7937-38	/LRY		
8.18	**UWSES.L**	Unite Worksurface Edge Support w/Lock,Left	1	$18.00	**$18.00**	
		Trim Color	Starlight Silver Metallic	/SX		
8.19	**UWSES.R**	Unite Worksurface Edge Support w/Lock,Right	1	$18.00	**$18.00**	
		Trim Color	Starlight Silver Metallic	/SX		
8.20	**UWTR1636-74P**	Unite Countertop,40H Panel,74P Edge,36"W	1	$210.60	**$210.60**	
		Surface Finish	KI Laminates	Standard		
		KI Laminates	RIVER CHERRY LAM 7937-38	/LRY		
		Bracket Color	Starlight Silver Metallic	/SX		
		Notch Location	Standard top, no notch	/NN		
		Edge Color	River Cherry edge	/ERY		
8.21	**UWTR321636-74P**	Unite Countertop,32H Panel,74P Edge,36"W	1	$216.90	**$216.90**	
		Surface Finish	KI Laminates	Standard		
		KI Laminates	RIVER CHERRY LAM 7937-38	/LRY		
		Bracket Color	Starlight Silver Metallic	/SX		
		Notch Location	Right side notch	/RN		
		Edge Color	River Cherry edge	/ERY		
Tag 1: E1				**WorkGroup Product Subtotal**	**$5,718.60**	
Tag 1: E5						
9.1	**7D/R2460-74P-P S24379566V1**	*Modified-700 Series Desk,Return,Partial Modesty Panel,74P Edge,24x60"W	1	$777.60	**$777.60**	
		Grommets	Grommets - left and right	/G		
		Grommet Color	Black grommet	/GBL		
		Enamel Color	Starlight Silver Metallic	/SX		
		Surface Finish	KI Laminates	Standard		
		KI Laminates	RIVER CHERRY LAM 7937-38	/LRY		
		Edge Color	River Cherry edge	/TRY		
		Dimensional - Base/Leg Spacing	15" deep end panel (right users side) in order to be free standing next to Toggle HA. Additional 3 working days lead-time is required	*Modified Note: Lead-time Change		
9.2	**DN2200**	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color	2	$258.75	**$517.50**	
		Poly Seat & Back Color	Compliance to TB 117-2013	-NFR		
		Poly Seat & Back Color NFR	Warm Grey	/PWG		
		Frame Color	Starlight Silver Metallic	/SX		
		Caster Option	Hard floor casters	/CHC		
		Seat Upholstery	Compliance to TB 117-2013	/NFR		
		Doni Upholstery NFR	Pallas Fabric Group P0	GRPP0		
		P0 Fabric	TERRA	TERRA		
		TERRA	SAPPHIRE	/27.223.144.P		

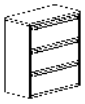
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Line	Model		Qty.	Sell Price	Extended Total	TBD Options
9.3	**LEDTK.44.SGL.GN**	Single Shelf/Cabinet LED Task Light,44"W, for 54" and Larger Overhead/Shelf	1	$118.80	**$118.80**	
						
9.4	**OH84QB**	Oath Task Arm Chair	1	$381.15	**$381.15**	
		Base Finish	Black plastic base	/P		
		Caster Type	Hard floor casters	/SC		
		Oath Mesh	Black	/OMBL		
		Upholstery Grade/Color	Compliance to TB 117-2013	/NFR		
		Upholstery Grade/Color	Pallas Fabric Group P0	GRPP0		
		P0 Fabric	TERRA	TERRA		
		TERRA	ONYX	/27.223.201.P		
9.5	**PIFXRD42-74P**	Pirouette,Round,Fixed,42"D,29H,74P Edge	1	$526.95	**$526.95**	
		Edge Color	River Cherry edge	/ERY		
		Laminate	KI Laminates	Standard		
		KI Laminates	RIVER CHERRY LAM 7937-38	/LRY		
		Leg Finish	Starlight Silver Metallic	/SX		
		Casters/Glides	4 black casters w/silver hub (2 locking)	/4EC		
		Grommet/Power Option	No grommets, power, wire management/No cutouts	/NNN		
		Modesty Panel	No modesty panel	/NMP		
9.6	**PRDS60/WW/LB**	Wireworks Universal Overhead w/Steel Door,Load Bar Mount,60"W	1	$534.60	**$534.60**	
		Overhead Assembly	Unassembled	/U		
		Overhead Paint Color Selection	Starlight Silver Metallic paint, Warm Grey plastic trim	/SX/HWG		
		Key Option	Key alike	/KA		
		Lock Color	Satin Chrome	/SCL		
		National Key Alike	Key alike lock #101	/L101		
9.7	**PTBO6012**	Overhead Tackboard,12"H,60"W	1	$139.95	**$139.95**	
		Mounting Option	Load bar mounted	/YLBM		
		Tackboard Fabric	Pallas Vertical Fabric Grade PV2	GRPV2		
		PV2 Fabric	GRIDLOCK	GRIDLOCK		
		GRIDLOCK	PINE	/28.085.021.P		
		Trim Color	Starlight Silver Metallic	/SX		
9.8	**S7L/3618T-74P**	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,36x18"	1	$192.15	**$192.15**	
		Surface Finish	KI laminates	Standard		
		KI laminates	RIVER CHERRY LAM 7937-38	/LRY		
		Edge Color	River Cherry edge	/TRY		
9.9	**S7L/363603D**	700 Series Files Lat File,3H-36Wx18Dx39-1/4"H	1	$805.05	**$805.05**	
		Pull Options	Classic (inset pull)	/CLSC		
		Unit Color	Starlight Silver Metallic	/SX		
		Counterbalance Option	No Counterbalance	-NOCBW		
		Lock Option	Key alike	/KA		
		Lock Color	Satin Chrome	/SCL		
		Key Alike	Key alike lock #101	/L101		
9.10	**S7P/1520MBBF**	700 Series Files Mobile Ped-Box/Box/File-20" Nominal Depth	1	$504.00	**$504.00**	
		Pull Options	Classic (inset pull)	/CLSC		
		Unit Color	Starlight Silver Metallic	/SX		
		Lock Option	Key alike	/KA		
		Lock Color	Satin Chrome	/SCL		
		Key Alike	Key alike lock #101	/L101		

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Line	Model		Qty.	Sell Price	Extended Total	TBD Options
9.11	**SWLB.60**	Wall Mounted Load Bar,60"W	1	$100.35	**$100.35**	
		Paint Color	Starlight Silver Metallic	.SX		
9.12	**TOGL3072ELC-74P**	Toggle C-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x70-1/2"	1	$1,082.25	**$1,082.25**	
		Modesty Panel	No modesty panel	/NMP		
		Base Finish	Silver	/SL		
		Edge Color	River Cherry edge	/ERY		
		Surface Finish	KI laminates	Standard		
		KI laminates	RIVER CHERRY LAM 7937-38	/LRY		
9.13	**USPF7024**	Universal Height Adj Screen,Felt,70x24	1	$473.40	**$473.40**	
		Paint Color	Flannel	/FN		
		Felt Color	Flannel	/FTFN		
Tag 1: E5				**WorkGroup Product Subtotal**	**$6,153.75**	
Tag 1: E6						
10.1	**DN2200**	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color	4	$258.75	**$1,035.00**	
		Poly Seat & Back Color	Compliance to TB 117-2013	-NFR		
		Poly Seat & Back Color NFR	Warm Grey	/PWG		
		Frame Color	Starlight Silver Metallic	/SX		
		Caster Option	Hard floor casters	/CHC		
		Seat Upholstery	Compliance to TB 117-2013	/NFR		
		Doni Upholstery NFR	Pallas Fabric Group P0	GRPP0		
		P0 Fabric	TERRA	TERRA		
		TERRA	SAPPHIRE	/27.223.144.P		
10.2	**PIFCRD60-74P**	Pirouette,Round,Fixed,60"D,29H,74P Edge	1	$733.95	**$733.95**	
		Edge Color	River Cherry edge	/ERY		
		Laminate	KI Laminates	Standard		
		KI Laminates	RIVER CHERRY LAM 7937-38	/LRY		
		Leg Finish	Starlight Silver Metallic	/SX		
		Casters/Glides	4 black casters w/silver hub (2 locking)	/4EC		
		Grommet/Power Option	No grommets, power, wire management/No cutouts	/NNN		
		Modesty Panel	No modesty panel	/NMP		
10.3	**S7L/3618T-74P**	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,36x18"	3	$192.15	**$576.45**	
		Surface Finish	KI laminates	Standard		
		KI laminates	RIVER CHERRY LAM 7937-38	/LRY		
		Edge Color	River Cherry edge	/TRY		
10.4	**S7L/363603D**	700 Series Files Lat File,3H-36Wx18Dx39-1/4"H	3	$909.90	**$2,729.70**	
		Pull Options	Classic (inset pull)	/CLSC		
		Unit Color	Starlight Silver Metallic	/SX		
		Counterbalance Option	With counterbalance	/CBW		
		Lock Option	Key alike	/KA		
		Lock Color	Satin Chrome	/SCL		
		Key Alike	Key alike lock #101	/L101		
Tag 1: E6				**WorkGroup Product Subtotal**	**$5,075.10**	

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Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: E8							
11.1	**IW413**	Intellect Wave 4-Leg Chair,Small	24		$72.00	**$1,728.00**	
		Glide Option	Steel glides		/SG		
		Carton Code Option	Cartoned		/CTN		
		Intellect Wave Frame Color	Champagne Metallic		/CM		
		Shell Color	No Fire Retardant		/NFR		
		Shell NFR	Ultra Blue		/PUB		
11.2	**IWPD18**	Intellect Wave Task Chair,Large,Polypropylene	3		$139.50	**$418.50**	
		Base Option	Hard floor casters		/S		
		Shell Color	No Fire Retardant		/NFR		
		Shell NFR	Ultra Blue		/PUB		
11.3	**MGBP10PADCAD**	Imaginasium Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Storage Caddy	1		$1,084.50	**$1,084.50**	
		Frame Finish	Champagne Metallic		/CM		
		Imaginasium Upholstery	Group 2 Vinyl		GRP2V		
		G2V Vinyl	2V UMBEL		2VUPHUMBEL		
		2V UMBEL	SASSAFRAS		/VUSS		
		Blip Handle Option	With handle		/WHL		
11.4	**RC4100H14**	Ricochet Stool,14" One Color Poly	4		$88.20	**$352.80**	
		Seat/Base/Column Color	Ultra Blue		/1PUB		
		Seat Pad/Ring Color	Blue Grey		/PGR		
11.5	**RTEEJ34-73P**	Ruckus,Sit Height Adjustable Activity Table 19-1/2 to 32-1/2",Small Kite,3/4"Top,73P Edge,35x57"	6		$352.35	**$2,114.10**	
		Edge Color	Monticello Maple edge		/EMT		
		Laminate Color	KI laminates		Standard		
		KI laminates	MONTICELLO MAPLE 7925-38		/LMT		
		Base Finish	Champagne Metallic		/CM		
		Caster/Glides	Nylon glides		/GNY		
11.6	**RTEEF368430-74P**	Ruckus,Sit Height Adjustable Activity Table 20 to 33",Kidney,1-1/4"Top,74P Edge,36x83x30"	1		$563.85	**$563.85**	
		Edge Color	Monticello Maple edge		/EMT		
		Laminate Color	KI laminates		Standard		
		KI laminates	MONTICELLO MAPLE 7925-38		/LMT		
		Base Finish	Champagne Metallic		/CM		
		Caster/Glides	Nylon glides		/GNY		
Tag 1: E8					**WorkGroup Product Subtotal**	**$6,261.75**	
Tag 1: E9							
12.1	**IW413**	Intellect Wave 4-Leg Chair,Small	24		$72.00	**$1,728.00**	
		Glide Option	Steel glides		/SG		
		Carton Code Option	Cartoned		/CTN		
		Intellect Wave Frame Color	Champagne Metallic		/CM		
		Shell Color	No Fire Retardant		/NFR		
		Shell NFR	Ultra Blue		/PUB		
12.2	**IWPD18**	Intellect Wave Task Chair,Large,Polypropylene	3		$139.50	**$418.50**	
		Base Option	Hard floor casters		/S		
		Shell Color	No Fire Retardant		/NFR		
		Shell NFR	Ultra Blue		/PUB		

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Quote Filename	GUSD: Antonio Del Buono ES: Preschool Classrooms - 24TRS-643976-1/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
12.3	**MGBP10PADCAD**	Imaginasium Blips, 10 Blip Pads, Round 16"Dia x 3"H, with Storage Caddy	1	$1,084.50	**$1,084.50**	
		Frame Finish: Champagne Metallic /CM Imaginasium Upholstery: Group 2 Vinyl GRP2V G2V Vinyl: 2V UMBEL 2VUPHUMBEL 2V UMBEL: SASSAFRAS /VUSS Blip Handle Option: With handle /WHL				
12.4	**RC4100H14**	Ricochet Stool,14" One Color Poly	4	$88.20	**$352.80**	
		Seat/Base/Column Color: Ultra Blue /1PUB Seat Pad/Ring Color: Blue Grey /PGR				
12.5	**RTEEJ34-73P**	Ruckus,Sit Height Adjustable Activity Table 19-1/2 to 32-1/2",Small Kite,3/4"Top,73P Edge,35x57"	6	$352.35	**$2,114.10**	
		Edge Color: Monticello Maple edge /EMT Laminate Color: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Base Finish: Champagne Metallic /CM Caster/Glides: Nylon glides /GNY				
12.6	**RTEEF368430-74P**	Ruckus,Sit Height Adjustable Activity Table 20 to 33",Kidney,1-1/4"Top,74P Edge,36x83x30"	1	$563.85	**$563.85**	
		Edge Color: Monticello Maple edge /EMT Laminate Color: KI laminates Standard KI laminates: MONTICELLO MAPLE 7925-38 /LMT Base Finish: Champagne Metallic /CM Caster/Glides: Nylon glides /GNY				
Tag 1: E9				**WorkGroup Product Subtotal**	**$6,261.75**	

Quote Summary

Product SubTotal:	**$78,772.50**
Estimated Sales Tax 9.3750%:	**$7,384.92**
Quote Total:	**$86,157.42**

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.
- This project contains non-standard items which are not returnable and not cancelable. The warranty on non-standard product that alters function is 1 year. The warranty on non-standard product that does not alter function, but only finish (i.e., paint or plastic color, laminate, grommet removal) matches that of the standard product. Modification to U.L. Listed products eliminates the listing. Product will not have U.L Listing labels unless specifically spelled out on this quote.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Taylor Bredael-Schmidt
Market Code: 2=2=K-12

Opportunity #: 643976

Quote Filename: GUSD: Antonio Del Buono ES: Preschool Classrooms - 24TRS-643976-1

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
   KI
   1330 Bellevue Street
   Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
   - Ship To Information: complete legal name, address, contact name, contact phone number
   - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
   - Issue Date: date the purchase order was issued
   - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
   - Purchase Order Total: total of all items and services included on the purchase order
   - Authorization: signature of authorized purchasing agent or buying entity
   - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
     - Quantity of each item
     - Complete model number, including all finish and option information (by line item)
     - Net purchase price (by line item)
     - Extended net purchase price (all line items)
     - Any additional applicable charges (ex: installation and/or delivery charges)
     - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

J and H Panel Installation Inc.

435 B Reynolds Circle
San Jose, CA 95112
office: 408-600-7245
Cell: 408-449-7051

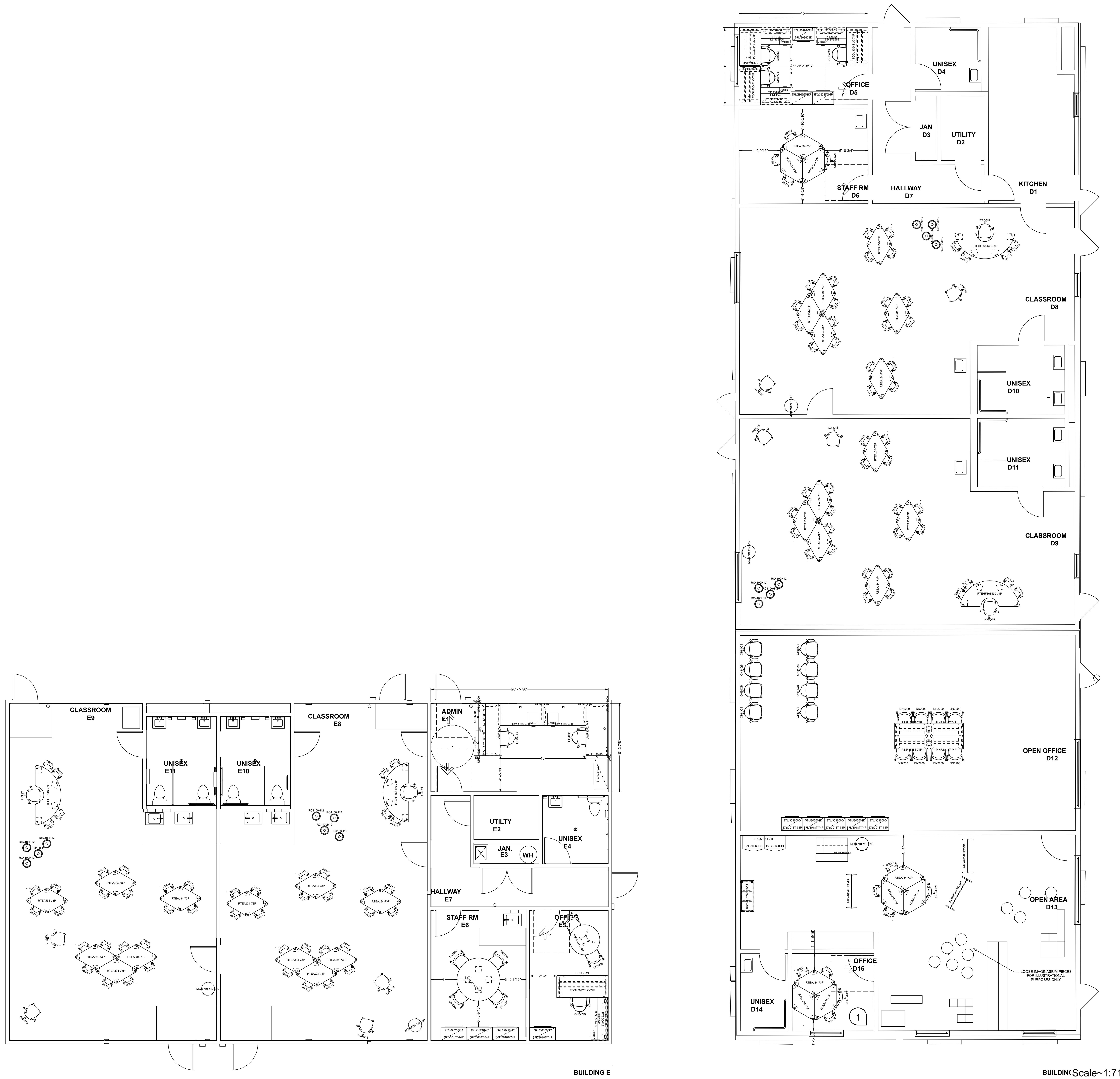
Estimate

Date	Estimate #
5/1/2024	6527

Name / Address	Ship To
Gilroy Unified School District 7810 Arroyo Circle Gilroy, Ca 95020	Antonio Del Buono ES: Preschool Classroom

Project

Description	Qty	Rate	Total
Estimate for: KI Order Number 24TRS-643976/C Receive product----------$680.00 Delivery and installation----------$6500.00 Quote based on doing the job during normal business hours, area should be free and clear		7,180.00	7,180.00
		Total	$7,180.00



FLOOR PLAN

* CODE NOTES *

* SEE CORRESPONDING NUMBERED AREAS ON DRAWING *

KI HAS PREPARED THESE PLANS IN ACCORDANCE WITH REQUIREMENTS AND INSTRUCTIONS PROVIDED BY THE OWNER/ ARCHITECT/ CONTRACTOR. THE MATTERS IDENTIFIED BELOW ARE AREAS IN WHICH THESE REQUIREMENTS AND/OR INSTRUCTIONS DO NOT COMPLY WITH THE IDENTIFIED CODE, STANDARD, OR RECOMMENDATION. APPROVAL OF THESE PLANS BY THE OWNER/ ARCHITECT/ CONTRACTOR CONSTITUTES AGREEMENT THAT KI SHALL SUFFER NO LIABILITY FOR ANY CLAIMS, DAMAGES, OR OTHER HARM CAUSED BY SUCH NON-COMPLIANCE.

THIS WHEELCHAIR SPACE DOES NOT PROVIDE ADEQUATE TURNING SPACE & MAY BE DIFFICULT TO ACCESS BY AN INDIVIDUAL IN A WHEELCHAIR. TURNING SPACE SHALL COMPLY WITH **ICC A117.1 304.3.1 OR 304.3.2** WHICH REQUIRES EITHER AN UNOBSTRUCTED 60 INCH (1525mm) DIAMETER CIRCULAR SPACE OR A 36 INCH (915mm) BY 60 INCH (1525mm) T-SHAPED SPACE.

THIS WHEELCHAIR SPACE HAS BEEN PLACED ON THIS FLOOR PLAN PER INSTRUCTION OF THE CLIENT. THE SHOWN LOCATION DOES NOT MEET ACCESSIBLE ROUTE REQUIREMENTS PER **ICC A117.1 CHAPTER 4**.

NOTE NUMBER

1

CONFIDENTIALITY

THIS PLAN IS THE CONFIDENTIAL PROPERTY OF KRUEGER INTERNATIONAL, INC. AND CONTAINS INFORMATION THAT IS NOT TO BE USED EXCEPT IN CONSIDERATION OF BIDS OR PROPOSALS TENDERED HEREWITH. REPRODUCTION OR COPYING OF THIS

PURCHASER DOES NOT INTEND TO MAKE THIS ANNEXATION A PERMANENT ACCESSION TO REAL PROPERTY.

CODE REQUIREMENTS

THIS PLAN IS BASED UPON KI'S INTERPRETATION OF APPLICABLE SECTIONS OF THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND INFORMATION PROVIDED BY OWNER/ARCHITECT/CONTRACTOR, WHICH INFORMATION IS PRESUMED BY KI TO BE ACCURATE WITHOUT INDEPENDENT INVESTIGATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY NOW OR HEREAFTER STATED IN ANY CONTRACT TO WHICH KI IS A PARTY, KI DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO INSURE THAT THIS PLAN COMPLIES WITH ANY OTHER FEDERAL, STATE OR LOCAL STATUE, REGULATION OR CODE SECTION APPLICABLE TO THE PROJECT, PROJECT SITE, OR KI'S WORK, REGARDLESS OF WHETHER KI MAY BE ADVISED OF THE SAME. APPROVAL OF THIS PLAN SHALL INCLUDE AGREEMENT TO THE FOREGOING. KI RECOMMENDS THAT THESE PLANS AND THE RESULTING LAYOUTS BE REVIEWED WITH A LOCAL FIRE INSPECTOR TO VERIFY COMPLIANCE WITH ALL

FIELD VERIFICATION

THIS PLAN INCORPORATES BUILDING INFORMATION COMPILED FROM VARIOUS SOURCES ASSOCIATED WITH THIS PROJECT AND DEEMED AS RELIABLE. CONDITIONS DIRECTLY AFFECTING THE PRODUCT OR IT'S INSTALLATION MUST BE FIELD VERIFIED.

BUILDING VERIFICATION

TO ENSURE PROPER FIT OF FURNITURE VERIFY: WALLS, COLUMNS, WINDOWS, DOORS, WINDOW SILL HEIGHTS, ALL WALL FEATURES IE: THERMOSTATS, LIGHT SWITCHES, ELECTRICAL, HVAC, FIRE EXTINGUISHERS, ALARMS

DRAWING REVIEW

THESE PLANS ARE INTENDED TO COMPLY WITH THE CONTRACT. AS SUCH, THESE PLANS MUST BE REVIEWED BY THE OWNER/ARCHITECT/CONTRACTOR, OR OTHER APPROPRIATE REPRESENTATIVE. IF KI IS TO PROCEED WITH PRODUCT INSTALLATION IN ACCORDANCE WITH THESE PLANS, MARK THE "APPROVED AS NOTED" BOX BELOW, EXECUTE AND COMPLETE THE INFORMATION AT THE BOTTOM OF THIS PAGE, AND RETUN THIS DOCUMENT TO KI. IF THESE PLANS ARE TO BE CORRECTED, MARK THE "REVISE AND RESUBMIT" BOX BELOW, EXECUTE AND COMPLETE THE INFORMATION AT THE BOTTOM OF THIS PAGE, AND RETURN THIS DOCUMENT TO KI. AUTHORIZED SIGNATURE INDICATED REVIEW OF THESE PLANS. BELOW SIGNATURE, PRINT NAME, TITLE, COMPANY OR AFFILIATION, AND DATE. MANUFACTURE OF PRODUCT SHOWN IS NOT SCHEDULED UNTIL DRAWING REVIEW IS COMPLETE AND AUTHORIZED SIGNATURE IS RECEIVED. IT IS THE OWNER/ARCHITECT/CONTRACTOR'S RESPONSIBILITY TO NOTIFY KI IF SITE CONDITIONS HAVE CHANGED OR ARE NOT DEPICTED ON OUR DRAWING THAT WOULD IMPACT OUR FURNITURE LAYOUT AFTER COMPLETED FIELD VERIFIED DIMENSIONS HAVE BEEN OBTAINED.

APPROVED AS NOTED ______

REVISE AND RESUBMIT ______

SIGNATURE: ______

INTERNAL KI USE ONLY

SALESFORCE #:

______ FINISH APPROVAL

______ DRAWING APPROVAL

______ VFD's / HOLD DIMS

______ AUDIT COMPLETE

[Drawing Status 2nd]

PROJECT TITLE:
GILROY UNIFIED SCHOOL DISTRICT ANTONIO DEL BUONO ELEMENTARY SCHOOL

FLOOR/AREA:
PRESCHOOL CLASSROOMS &

ORDER #:

SALESFORCE #:
643976

DATE:
02/08/2024

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DRAWN BY: AAM

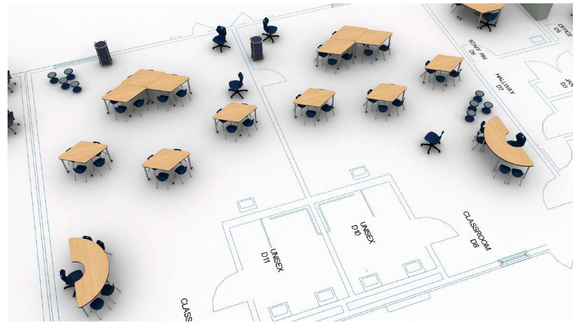
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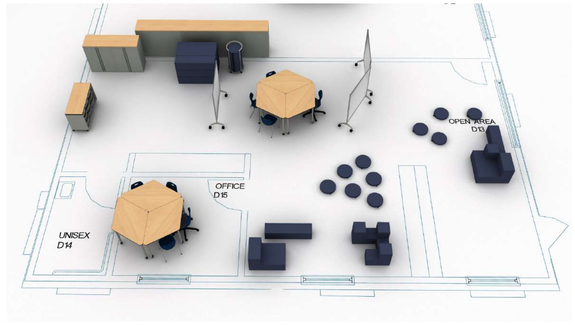
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1/2

V22.0

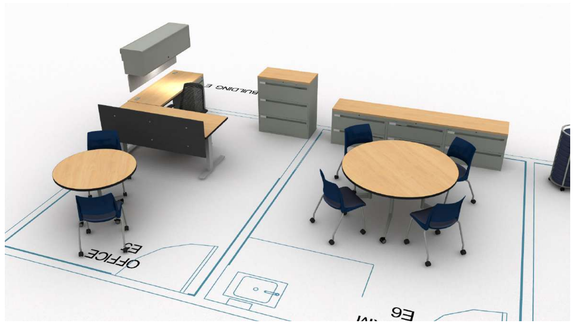




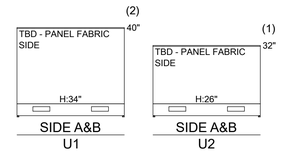












PANEL KEY

Scale3/8" = 1'

RENDERING

NOTE: DEFAULT FINISHES SHOWN

Actual colors and textures of final products may vary from the colors and textures shown above.

BILL OF MATERIALS

#	Quantity	Ind. Tag	Part Number	Options	Description
D12					
1	8	DN2200	DN2200	/TBD/TBD/CCC/TBD	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color
2	8	OH84QB	OH84QB	/A/CC/TBD/TBD	Oath Task Arm Chair
3	4	PINR1848T-74P	PINR1848T-74P	/TBD/NNN/TBD/TBD/4EC/NNN/P	Pirouette,Nesting Training,Rectangular,18x48",74P Edge
4	5	S7L/3018T-74P	S7L/3018T-74P	/TBD/TBD	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,30x18"
5	5	S7L/303603D	S7L/303603D	/CLSC/TBD-NOCBW/KS/TBD	700 Series Files Lat File,3H-30Wx18Dx39-1/4"H
					Total D12
D13					
6	3	ATS44854FHC/MB	ATS44854FHC/MB	/4CW/TBD	All Terrain Screen Full Height Core,4 Point Base,Marker Board,48"Wx54"H
7	3	IW415	IW415	/SF/CTN/TBD/TBD	Intellect Wave 4-Leg Chair,Medium
8	1	IWPD18US	IWPD18US	/S/TBD/TBD	Intellect Wave Task Chair,Large,Upholstered Seat
9	1	MGBKBNDL8	MGBKBNDL8	/TBD	Imaginasium Blocks,Bundle (2 I-Blocks, 2 L-Blocks, 4 V-Blocks)
10	1	MGBP10PADCAD	MGBP10PADCAD	/TBD/TBD/WHL	Imaginasium Blps, 10 Blp Pads, Round 16"Dia x 3"H, with Storage Caddy
11	1	RKT44182POPT/6T	RKT44182POPT/6T	/4CW/TBD/TBD/TBD	Ruckus,Tote Storage,Short,3-Column unit,Open,w/Laminate Top,44"Wx18"Dx29"H,includes (9) 6"totes
12	3	RTEAJ34-73P	RTEAJ34-73P	/TBD/TBD/TBD/CCC	Ruckus,Fixed Height Activity Table 28-1/2",Small Kite,3/4"Top,73P Edge,35x57"
13	2	S7L/30360HD	S7L/30360HD	/CLSC/TBD/KS/TBD	700 Series Files Cabinet-2 Shelves-30Wx18Dx39-1/4"H
14	1	S7L/6018T-74P	S7L/6018T-74P	/TBD/TBD	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,60x18"
					Total D13
D15					
15	3	IW415	IW415	/SF/CTN/TBD/TBD	Intellect Wave 4-Leg Chair,Medium
16	1	IWPD18US	IWPD18US	/S/TBD/TBD	Intellect Wave Task Chair,Large,Upholstered Seat
17	3	RTEAJ34-73P	RTEAJ34-73P	/TBD/TBD/TBD/CCC	Ruckus,Fixed Height Activity Table 28-1/2",Small Kite,3/4"Top,73P Edge,35x57"
					Total D15
D5					
18	2	"S24379562	7D/R2442-74P-P	/TBD/TBD/TBD/TBD	"Modified 700 Series Desk,Return,Partial Modesty Panel,74P Edge, 15"D End Panel Left user side, 24x42"W
19	1	"S24379564	7D/R2442-74P-P	/TBD/TBD/TBD/TBD	"Modified 700 Series Desk,Return,Partial Modesty Panel,74P Edge,15"D End Panel Right Side,24x42"W
20	3		LEDTK.91.SGL.GN		Single Shelf/Cabinet LED Task Light,31"W, for 42 & 48" Overhead/Shelf
21	3	OH84QB	OH84QB	/A/CC/TBD/TBD	Oath Task Arm Chair
22	3	PRDS42	PRDS42/WWLB	/F/TBD/KS/TBD	Wireworks Universal Overhead w/Steel Door,Load Bar Mount,42"W
23	3	PTBO4212	PTBO4212	/YLBM/TBD/TBD	Overhead Tackboard,12"H,42"W
24	3	S7L/3018T-74P	S7L/3018T-74P	/TBD/TBD	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,30x18"
25	3	S7L/303603D	S7L/303603D	/CLSC/TBD-NOCBW/KS/TBD	700 Series Files Lat File,3H-30Wx18Dx39-1/4"H
26	3	7MBBF	S7P/1520MBBF	/CLSC/TBD/KS/TBD	700 Series Files Mobile Ped-Box/Box/File-20" Nominal Depth
27	3	SWLB.42	SWLB.42	/TBD	Wall Mounted Load Bar,42"W
28	3	TOGL3054ELC-74P	TOGL3054ELC-74P	/NMP/TBD/TBD/TBD	Toggle C-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x52-1/2"
29	2	USPF2924	USPF2924	/TBD/TBD	Universal Height Adj Screen,Felt,29x24
					Total D5
D6					
30	3	IW415	IW415	/SF/CTN/TBD/TBD	Intellect Wave 4-Leg Chair,Medium
31	1	IWPD18US	IWPD18US	/S/TBD/TBD	Intellect Wave Task Chair,Large,Upholstered Seat
32	3	RTEAJ34-73P	RTEAJ34-73P	/TBD/TBD/TBD/CCC	Ruckus,Fixed Height Activity Table 28-1/2",Small Kite,3/4"Top,73P Edge,35x57"
					Total D6
D8					
33	24	IW413	IW413	/SF/CTN/TBD/TBD	Intellect Wave 4-Leg Chair,Small
34	3	IWPD18	IWPD18	/S/TBD	Intellect Wave Task Chair,Large,Polypropylene
35	1	MGBP10PADCAD	MGBP10PADCAD	/TBD/TBD/WHL	Imaginasium Blps, 10 Blp Pads, Round 16"Dia x 3"H, with Storage Caddy
36	4	RC4100H12	RC4100H12	/TBD/PGR	Ricochet Stool,12"H One Color Poly
37	6	RTEAJ34-73P	RTEAJ34-73P	/TBD/TBD/TBD/CCC	Ruckus,Fixed Height Activity Table 28-1/2",Small Kite,3/4"Top,73P Edge,35x57"
38	1	RTEHF368430-74P	RTEHF368430-74P	/TBD/TBD/TBD/GFT	Ruckus,Floor Height Adjustable Activity Table 12 to 19",Kidney,1-1/4"Top,74P Edge,36x84x30"
					Total D8
D9					
39	24	IW413	IW413	/SF/CTN/TBD/TBD	Intellect Wave 4-Leg Chair,Small
40	3	IWPD18	IWPD18	/S/TBD	Intellect Wave Task Chair,Large,Polypropylene
41	1	MGBP10PADCAD	MGBP10PADCAD	/TBD/TBD/WHL	Imaginasium Blps, 10 Blp Pads, Round 16"Dia x 3"H, with Storage Caddy
42	4	RC4100H12	RC4100H12	/TBD/PGR	Ricochet Stool,12"H One Color Poly
43	6	RTEAJ34-73P	RTEAJ34-73P	/TBD/TBD/TBD/CCC	Ruckus,Fixed Height Activity Table 28-1/2",Small Kite,3/4"Top,73P Edge,35x57"
44	1	RTEHF368430-74P	RTEHF368430-74P	/TBD/TBD/TBD/GFT	Ruckus,Floor Height Adjustable Activity Table 12 to 19",Kidney,1-1/4"Top,74P Edge,36x84x30"
					Total D9
E1					
45	2	OH84QB	OH84QB	/A/CC/TBD/TBD	Oath Task Arm Chair
46	1	S7L/422102D	S7L/422102D	/CLSC/TBD/CBW/KS/TBD	700 Series Files Lat File,2H-42Wx18Dx23-15/16"H
47	2	7MBBF	S7P/1520MBBF	/CLSC/TBD/KS/TBD	700 Series Files Mobile Ped-Box/Box/File-20" Nominal Depth
48	1		UCANTD12.L	/TBD	Unite Worksurface Bracket For Worksurface Only,Left
49	1	E32	UEOR32	/TBD	Unite End-Of-Run Condition,32"H
50	1	E40	UEOR40	/TBD	Unite End-Of-Run Condition,40"H
51	1	E08	UEOR108	/TBD	Unite End-Of-Run,Change Of Height Condition,8"H
52	1	U1 30/40	UMFR3040	/F/TBD/TBD/TBD/DP	Unite Mono Fabric Panel,Standard Base Raceway,30Wx40"H
53	1	U2 36/32	UMFR3632	/F/TBD/TBD/TBD/DP	Unite Mono Fabric Panel,Standard Base Raceway,36Wx32"H
54	1	U1 36/40	UMFR3640	/F/TBD/TBD/TBD/DP	Unite Mono Fabric Panel,Standard Base Raceway,36Wx40"H
55	2	WM40	UNWM40	/TBD	Unite Adjust Wall Mount,40"
56	2		UPENPL30		Unite Worksurface Peninsula Attachment Plate,74P Worksurface 30"
57	3	UPNL03029	UPNL03029	/74P/TBD	Unite Support Leg,Non-Panel Mounted,Open,Supports 29" Peninsula Worksurface,30x27-3/4"H
58	1	UPSLI3029	UPSLI3029	/L/74P/TBD/PS/TBD	Unite Support Leg,Panel Mounted,Insert,30x27-3/4"H
59	1	UPSLO3029	UPSLO3029	/R/74P/TBD	Unite Support Leg,Panel Mounted,Open,30x27-3/4"H
60	2	UWR3060-74P	UWR3060-74P	/TBD/C/TBD/TBD	Unite Rectangular Worksurface,74P Edge,30x60"W
61	2	UWR3072-74P	UWR3072-74P	/TBD/C/TBD/TBD	Unite Rectangular Worksurface,74P Edge,30x72"W
62	1		UWSES.L	/TBD	Unite Worksurface Edge Support w/Lock,Left
63	1		UWSES.R	/TBD	Unite Worksurface Edge Support w/Lock,Right
64	1	UWTR1636-74P	UWTR1636-74P	/TBD/TBD/NN/TBD	Unite Countertop,40H Panel,74P Edge,36"W
65	1	UWTR321636-74P	UWTR321636-74P	/TBD/TBD/RN/TBD	Unite Countertop,32H Panel,74P Edge,36"W
					Total E1
E5					
66	1	"S24379566	7D/R2460-74P-P	/TBD/TBD/TBD/TBD	"Modified 700 Series Desk,Return,Partial Modesty Panel,74P Edge,15"D End Panel Right,24x60"W
67	2	DN2200	DN2200	/TBD/TBD/CCC/TBD	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color
68	1		LEDTK.44.SGL.GN		Single Shelf/Cabinet LED Task Light,44"W, for 54" and Larger Overhead/Shelf
69	1	OH84QB	OH84QB	/A/CC/TBD/TBD	Oath Task Arm Chair
70	1	PIFXRD42-74P	PIFXRD42-74P	/TBD/TBD/TBD/4EC/NNN/NMP	Pirouette,Round,Fixed,42"D,29H,74P Edge
71	1	PRDS60	PRDS60/WWLB	/F/TBD/KS/TBD	Wireworks Universal Overhead w/Steel Door,Load Bar Mount,60"W
72	1	PTBO6012	PTBO6012	/YLBM/TBD/TBD	Overhead Tackboard,12"H,60"W
73	1	S7L/3618T-74P	S7L/3618T-74P	/TBD/TBD	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,36x18"
74	1	S7L/363603D	S7L/363603D	/CLSC/TBD-NOCBW/KS/TBD	700 Series Files Lat File,3H-36Wx18Dx39-1/4"H
75	1	7MBBF	S7P/1520MBBF	/CLSC/TBD/KS/TBD	700 Series Files Mobile Ped-Box/Box/File-20" Nominal Depth
76	1	SWLB.60	SWLB.60	/TBD	Wall Mounted Load Bar,60"W
77	1	TOGL3072ELC-74P	TOGL3072ELC-74P	/NMP/TBD/TBD/TBD	Toggle C-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x70-1/2"
78	1	USPF7024	USPF7024	/TBD/TFN	Universal Height Adj Screen,Felt,70x24
					Total E5
E6					
79	4	DN2200	DN2200	/TBD/TBD/CCC/TBD	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color
80	1	PIFCRD60-74P	PIFCRD60-74P	/TBD/TBD/TBD/4EC/NNN/NMP	Pirouette,Round,Fixed,60"D,29H,74P Edge
81	3	S7L/3618T-74P	S7L/3618T-74P	/TBD/TBD	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,36x18"
82	3	S7L/362102D	S7L/362102D	/CLSC/TBD/CBW/KS/TBD	700 Series Files Lat File,2H-36Wx18Dx23-15/16"H
					Total E6
E8					
83	24	IW413	IW413	/SF/CTN/TBD/TBD	Intellect Wave 4-Leg Chair,Small
84	3	IWPD18	IWPD18	/S/TBD	Intellect Wave Task Chair,Large,Polypropylene
85	1	MGBP10PADCAD	MGBP10PADCAD	/TBD/TBD/WHL	Imaginasium Blps, 10 Blp Pads, Round 16"Dia x 3"H, with Storage Caddy
86	4	RC4100H12	RC4100H12	/TBD/PGR	Ricochet Stool,12"H One Color Poly
87	6	RTEAJ34-73P	RTEAJ34-73P	/TBD/TBD/TBD/CCC	Ruckus,Fixed Height Activity Table 28-1/2",Small Kite,3/4"Top,73P Edge,35x57"
88	1	RTEHF368430-74P	RTEHF368430-74P	/TBD/TBD/TBD/GFT	Ruckus,Floor Height Adjustable Activity Table 12 to 19",Kidney,1-1/4"Top,74P Edge,36x84x30"
					Total E8
E9					
89	24	IW413	IW413	/SF/CTN/TBD/TBD	Intellect Wave 4-Leg Chair,Small
90	3	IWPD18	IWPD18	/S/TBD	Intellect Wave Task Chair,Large,Polypropylene
91	1	MGBP10PADCAD	MGBP10PADCAD	/TBD/TBD/WHL	Imaginasium Blps, 10 Blp Pads, Round 16"Dia x 3"H, with Storage Caddy
92	4	RC4100H12	RC4100H12	/TBD/PGR	Ricochet Stool,12"H One Color Poly
93	6	RTEAJ34-73P	RTEAJ34-73P	/TBD/TBD/TBD/CCC	Ruckus,Fixed Height Activity Table 28-1/2",Small Kite,3/4"Top,73P Edge,35x57"
94	1	RTEHF368430-74P	RTEHF368430-74P	/TBD/TBD/TBD/GFT	Ruckus,Floor Height Adjustable Activity Table 12 to 19",Kidney,1-1/4"Top,74P Edge,36x84x30"
					Total E9

CONFIDENTIALITY

THIS PLAN IS THE CONFIDENTIAL PROPERTY OF KRUEGER INTERNATIONAL, INC. AND CONTAINS INFORMATION THAT IS NOT TO BE USED EXCEPT IN CONSIDERATION OF BIDS OR PROPOSALS TENDERED HEREWITH. REPRODUCTION OR COPYING OF THIS

PURCHASER DOES NOT INTEND TO MAKE THIS ANNEXATION A PERMANENT ACCESSION TO REAL PROPERTY.

CODE REQUIREMENTS

THIS PLAN IS BASED UPON KI'S INTERPRETATION OF APPLICABLE SECTIONS OF THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND INFORMATION PROVIDED BY OWNER/ARCHITECT/CONTRACTOR, WHICH INFORMATION IS PRESUMED BY KI TO BE ACCURATE WITHOUT INDEPENDENT INVESTIGATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY NOW OR HEREAFTER STATED IN ANY CONTRACT TO WHICH KI IS A PARTY, KI DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO INSURE THAT THIS PLAN COMPLIES WITH ANY OTHER FEDERAL, STATE OR LOCAL STATUE, REGULATION OR CODE SECTION APPLICABLE TO THE PROJECT, PROJECT SITE, OR KI'S WORK, REGARDLESS OF WHETHER KI MAY BE ADVISED OF THE SAME. APPROVAL OF THIS PLAN SHALL INCLUDE AGREEMENT TO THE FOREGOING. KI RECOMMENDS THAT THESE PLANS AND THE RESULTING LAYOUTS BE REVIEWED WITH A LOCAL FIRE INSPECTOR TO VERIFY COMPLIANCE WITH ALL

FIELD VERIFICATION

THIS PLAN INCORPORATES BUILDING INFORMATION COMPILED FROM VARIOUS SOURCES ASSOCIATED WITH THIS PROJECT AND DEEMED AS RELIABLE. CONDITIONS DIRECTLY AFFECTING THE PRODUCT OR IT'S INSTALLATION MUST BE FIELD VERIFIED.

BUILDING VERIFICATION

TO ENSURE PROPER FIT OF FURNITURE VERIFY: WALLS, COLUMNS, WINDOWS, DOORS, WINDOW SILL HEIGHTS. ALL WALL FEATURES IE: THERMOSTATS, LIGHT SWITCHES, ELECTRICAL, HVAC, FIRE EXTINGUISHERS, ALARMS

DRAWING REVIEW

THESE PLANS ARE INTENDED TO COMPLY WITH THE CONTRACT. AS SUCH, THESE PLANS MUST BE REVIEWED BY THE OWNER/ARCHITECT/CONTRACTOR, OR OTHER APPROPRIATE REPRESENTATIVE. IF KI IS TO PROCEED WITH PRODUCT INSTALLATION IN ACCORDANCE WITH THESE PLANS, MARK THE "APPROVED AS NOTED" BOX BELOW, EXECUTE AND COMPLETE THE INFORMATION AT THE BOTTOM OF THIS PAGE, AND RETUN THIS DOCUMENT TO KI. IF THESE PLANS ARE TO BE CORRECTED, MARK THE "REVISE AND RESUBMIT" BOX BELOW, EXECUTE AND COMPLETE THE INFORMATION AT THE BOTTOM OF THIS PAGE, AND RETURN THIS DOCUMENT TO KI. AUTHORIZED SIGNATURE INDICATED REVIEW OF THESE PLANS. BELOW SIGNATURE, PRINT NAME, TITLE, COMPANY OR AFFILIATION, AND DATE. MANUFACTURE OF PRODUCT SHOWN IS NOT SCHEDULED UNTIL DRAWING REVIEW IS COMPLETE AND AUTHORIZED SIGNATURE IS RECEIVED. IT IS THE OWNER/ARCHITECT/CONTRACTOR'S RESPONSIBILITY TO NOTIFY KI IF SITE CONDITIONS HAVE CHANGED OR ARE NOT REFLECTED ON OUR DRAWING THAT WOULD IMPACT OUR FURNITURE LAYOUT AFTER COMPLETED FIELD VERIFIED DIMENSIONS HAVE BEEN OBTAINED.

APPROVED AS NOTED

REVISE AND RESUBMIT

SIGNATURE:

INTERNAL KI USE ONLY

SALESFORCE #:

FINISH APPROVAL
DRAWING APPROVAL
VFD's / HOLD DIMS
AUDIT COMPLETE

[Drawing_Status_2nd]

PROJECT TITLE:
GILROY UNIFIED SCHOOL DISTRICT ANTONIO DEL BUONO ELEMENTARY SCHOOL

FLOOR/AREA:
PRESCHOOL CLASSROOMS &

ORDER #:

SALESFORCE #:
643976

DATE:
02/08/2024

REVISIONS:

NO	DATE	BY	DESCRIPTION

DRAWN BY:
AAM

SCALE:
AS NOTED

DRAWING #:
D643976_00_00_L04_L.cmdrw
5/2/2024 10:55:46 AM Amberlynn

SHEET: FLOOR PLAN
2/2

V22.0

Quote

04/15/2024

To:
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

Project:
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

From:
East Bay Restaurant Supply
Carlito Oyas
49 4th
Oakland, CA 94607
(P) 510-499-0810
(F) 510-228-0344

Project Code: 97850 Job Reference Number: 93252

Item	Qty	Description	Sell	Sell Total
1	1 ea	**REACH-IN REFRIGERATOR** Everest Refrigeration Model No. ESWR2 Reach-In Refrigerator, two-section, 59"W, 55.0 cu. ft. capacity, self-contained top mounted refrigeration, (2) solid hinged self-closing field reversible doors (locking), (6) epoxy coated wire shelves, digital controls with LED display, auto defrost, LED interior lighting, pressure relief port, stainless steel interior, stainless steel sides, galvanized steel top, bottom & rear, (4) 5" swivel casters (2 locking), R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 3.0 amps, cord, NEMA 5-15P, NSF, cETLus, ETL-Sanitation Dimensions 79.25(h) x 59(w) x 31.63(d)	$4,347.02	$4,347.02
	1 ea	Parts and labor: 3 years from ship date		
	1 ea	Electrical components: 5 years from ship date		
	1 ea	Compressor: 10 years from ship date		
	1 ea	Door hinged on right & left, standard		
	1 ea	CASA5-01 5" Overall Height Casters Set of 4, (front 2 locking), standard		
	Class 150	Weight: 456 lbs total		
			ITEM TOTAL:	**$4,347.02**
2	1 ea	**DELIVERY** East Bay Restaurant Supply, Inc. Model No. EB270 Delivery and Set in place	$160.00	$160.00
			ITEM TOTAL:	**$160.00**
3		**NOTE** SPECIAL ORDER ITEM. LEAD TIME 1-2 WEEKS		

Merchandise	$4,507.02
Tax 9.125%	$396.67
Total	$4,903.69

Initial: _____

Prices Good Until: 05/15/2024

TERMS - To Be Determined.

Note: All orders are subject to credit approval. Factory deposit may be required and mirrored to the customer.

- In the event of terms granted by EBRS, any action deemed necessary to protect fully Lender's interest under the Agreement in accordance with the Uniform Commercial Code or other applicable law. Lender and any assignee of Lender is authorized to file one or more Uniform Commercial Code financing statements without the signature of the Borrower or signed by Lender or any assignee of Lender as attorney-in-fact for Borrower.
- All credit card transactions are subject to a 2% transaction fee. This fee will be waived for deposits and full payment made at the time of purchase.
- EBRS does not accept any liquidated damages.
- Customer order returns based on factory authorization and subject to factory restock and freight charges.

Returns

- Returns must be received within 30 days in its original condition and carton.
- Custom Special-Order Items are non-returnable.
- All stock returns may be subject to a 20% restock charge. Non-stock returns will be subject to factory authorization, factory determined restock and freight.
    - Restocking fees will be waived for items damaged in shipping or items shipped as a result of EBRS error.
    - Please note that shipping and handling fees are not refundable.
- SPECIAL ORDERS are not subject to cancellation and merchandise cannot be returned unless defective.

NOTE: You must KEEP the original packaging until you are certain that you do not wish to return any item(s) and it has been inspected fully for damage. Manufacturers will not accept a return which is not in original packaging. If these instructions are not followed, we will be unable to issue FULL credit.

Please note the following for Direct Shipments from Manufacturer:

- If there is damage to the outside of the carton, cartons **must be refused** by the receiver of record.

- All shipments must be inspected before signing the Bill of Lading or must otherwise be signed as 'Pending inspection.'

"This contract shall be deemed executed and enforceable in Alameda County, CA and any action to enforce the terms shall be venued in Alameda County, CA. All disputes on any lawsuits regarding interpretation or enforcement of this contract shall be venued in Alameda County, CA. On any amounts due and owing, interest shall accrue at the interest rate of 1.5% per month (18% per annum) East Bay Restaurant Supply, Inc shall be entitled to recover "reasonable" attorney fees and court costs on any unpaid amounts for collection cases."

Acceptance: _____ Date: _____

Printed Name: _____



QUOTATION: 24TRS-669984-2/C

GUSD: Facilities, M&O: Offices

CREATED 5/1/2024 | Valid Through 6/30/2024

QUOTATION

GUSD: Facilities, M&O: Offices

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: 24TRS-669984-2/C

CREATED 5/1/2024 / | **Valid Through 6/30/2024**

PRODUCT TOTALS	$33,308.55
See Quote Detail Summary	$3,039.41
GRAND TOTAL	**$36,347.96**

Requested Delivery Date: To be Determined

Sales Team:

Hannah Cardozo
Sales Specialist
hannah.cardozo@ki.com

Sold To
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
P. (408) 847-2700
Customer # 18377

End User
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
P. (408) 847-2700

Ship To
J & H Panel Installation Inc.
Attn: Jesus Robles
435 B Reynolds Circle
San Jose, CA 95112

Installation
DROP SHIPPED/No Installation

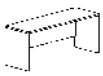
Taylor Bredael-Schmidt
Inside Sales Specialist
taylor.schmidt@ki.com
877-240-5376



Client Notes:
Quote reflects delivered pricing.
Installation is not included.
Changes in quantity, finish options, etc. may affect pricing.
When submitting purchasing contracts please reference quote#24TRS-669984-2
Please send PO directly to taylor.schmidt@ki.com

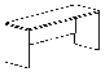
QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**6/30/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Facilities, M&O: Offices - 24TRS-669984-2/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: FUTURE WALL							
1.1	**TFMF4854**	Tattoo Monolithic Flex Screen w/Tackable Fabric Core, 48"Wx54"H	2		$606.60	**$1,213.20**	
		Foot Option	Flat/Bridge		/FFLB		
		Top Cap Style	Flat aluminum top cap (standard)		/F		
		Frame/Trim Color	Champagne Metallic		/CM		
		Tattoo Screen Fabric Selection	Pallas Vertical Fabric Grade PV2		GRPV2		
		PV2 Fabric	GRIDLOCK		GRIDLOCK		
		GRIDLOCK	SHADE		/28.085.041.P		
1.2	**TFMF5454**	Tattoo Monolithic Flex Screen w/Tackable Fabric Core, 54"Wx54"H	1		$645.30	**$645.30**	
		Foot Option	Flat/Bridge		/FFLB		
		Top Cap Style	Flat aluminum top cap (standard)		/F		
		Frame/Trim Color	Champagne Metallic		/CM		
		Tattoo Screen Fabric Selection	Pallas Vertical Fabric Grade PV2		GRPV2		
		PV2 Fabric	GRIDLOCK		GRIDLOCK		
		GRIDLOCK	SHADE		/28.085.041.P		
Tag 1: FUTURE WALL					**WorkGroup Product Subtotal**	**$1,858.50**	
Tag 1: MEETING ROOM							
2.1	**DN2200**	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color	4		$258.75	**$1,035.00**	
		Poly Seat & Back Color	Compliance to TB 117-2013		-NFR		
		Poly Seat & Back Color NFR	Flannel		/PFN		
		Frame Color	Champagne Metallic		/CM		
		Caster Option	Carpet casters		/CCC		
		Seat Upholstery	Compliance to TB 117-2013		/NFR		
		Doni Upholstery NFR	Pallas Fabric Group P0		GRPP0		
		P0 Fabric	TERRA		TERRA		
		TERRA	SLATE		/27.223.192.P		
2.2	**PINRD48-74P**	Pirouette,Round,Nesting,48"Dia,29H,74P Edge	1		$677.70	**$677.70**	
		Edge Color	Beigewood edge		/EBZ		
		Laminate	KI Laminates		Standard		
		KI Laminates	BEIGEWOOD 7850-60		/LBZ		
		Leg Finish	Champagne Metallic		/CM		
		Casters/Glides	4 black casters w/silver hub (2 locking)		/4EC		
		Modesty Panel	No modesty panel		/NMP		
		Grommet/Power Option	No grommets, power, wire management/No cutouts		/NNN		
Tag 1: MEETING ROOM					**WorkGroup Product Subtotal**	**$1,712.70**	
Tag 1: MVP OFFICE							
3.1	**7D/D2472-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,24x72"W	1		$636.30	**$636.30**	
		Grommets	No grommet		/NG		
		Enamel Color	Champagne Metallic		/CM		
		Surface Finish	KI Laminates		Standard		
		KI Laminates	BEIGEWOOD 7850-60		/LBZ		
		Edge Color	Beigewood		/TBZ		
3.2	**AH4R3629P-74P**	Athens Round Table,4"Column,24" Base,Powdercoat,29"H,36"Dia,74P Edge	1		$429.75	**$429.75**	
		Edge Color	Beigewood edge		/EBZ		
		Surface Finish	KI laminates		Standard		
		KI laminates	BEIGEWOOD 7850-60		/LBZ		
		Base/Column Finish	Champagne Metallic		/CM		

QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**6/30/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Facilities, M&O: Offices - 24TRS-669984-2/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
3.3	**DN2200**	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color	2	$258.75	**$517.50**	
		Poly Seat & Back Color	Compliance to TB 117-2013	-NFR		
		Poly Seat & Back Color NFR	Flannel	/PFN		
		Frame Color	Champagne Metallic	/CM		
		Caster Option	Carpet casters	/CCC		
		Seat Upholstery	Compliance to TB 117-2013	/NFR		
		Doni Upholstery NFR	Pallas Fabric Group P0	GRPP0		
		P0 Fabric	TERRA	TERRA		
		TERRA	SLATE	/27.223.192.P		
3.4	**OH84QB**	Oath Task Arm Chair	1	$381.15	**$381.15**	
		Base Finish	Black plastic base	/P		
		Caster Type	Carpet casters	/CC		
		Oath Mesh	Black	/OMBL		
		Upholstery Grade/Color	Compliance to TB 117-2013	/NFR		
		Upholstery Grade/Color	Pallas Fabric Group P0	GRPP0		
		P0 Fabric	TERRA	TERRA		
		TERRA	SLATE	/27.223.192.P		
3.5	**S7L/306155M**	700 Series Files Multimedia Cupbrd/ Lateral Unit-30Wx18Dx65-9/32"H	1	$1,297.35	**$1,297.35**	
		Pull Options	Classic (inset pull)	/CLSC		
		Unit Color	Champagne Metallic	/CM		
		Counterbalance Option	With counterbalance	/CBW		
		Lock Option	Key alike	/KA		
		Lock Color	Satin Chrome	/SCL		
		Key Alike	Key alike lock #101	/L101		
		Lock Info	Number of locks per unit - 2	INFO		
3.6	**TG.TROUGH.60**	Toggle Wire Trough 36" Actual Length	1	$50.40	**$50.40**	
		Trough Color	Silver	/SL		
3.7	**TOGL3060EL-74P**	Toggle T-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x58-1/2"	1	$1,136.70	**$1,136.70**	
		Modesty Panel	Polyester felt modesty panel	/PMP		
		Polyester Felt Mod Panel Color	Flannel	/FTFN		
		Base Finish	Silver	/SL		
		Edge Color	Beigewood edge	/EBZ		
		Surface Finish	KI laminates	Standard		
		KI laminates	BEIGEWOOD 7850-60	/LBZ		
3.8	**UWFFB64R**	U-Series Wardrobe/Side Access Bookcase,64"H,File/File,Wardrobe Right	1	$1,004.85	**$1,004.85**	
		Paint Color	Champagne Metallic	/CM		
		Lock Option	Key alike	/KA		
		Lock Color	Satin Chrome	/SCL		
		National Key Alike	Key Alike Lock #101	/L101		
		Pull Style	U-Series pull (standard)	/USP		
Tag 1: MVP OFFICE				**WorkGroup Product Subtotal**	**$5,454.00**	
Tag 1: MW OFFICE						
4.1	**7D/D2472-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,24x72"W	1	$636.30	**$636.30**	
		Grommets	No grommet	/NG		
		Enamel Color	Champagne Metallic	/CM		
		Surface Finish	KI Laminates	Standard		
		KI Laminates	BEIGEWOOD 7850-60	/LBZ		
		Edge Color	Beigewood	/TBZ		

QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**6/30/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Facilities, M&O: Offices - 24TRS-669984-2/C

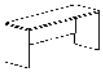
Line	Model		Qty.	Sell Price	Extended Total	TBD Options
4.2	**AH4R3629P-74P**	Athens Round Table,4"Column,24" Base,Powdercoat,29"H,36"Dia,74P Edge	1	$429.75	**$429.75**	
		Edge Color	Beigewood edge	/EBZ		
		Surface Finish	KI laminates	Standard		
		KI laminates	BEIGEWOOD 7850-60	/LBZ		
		Base/Column Finish	Champagne Metallic	/CM		
4.3	**DN2200**	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color	2	$258.75	**$517.50**	
		Poly Seat & Back Color	Compliance to TB 117-2013	-NFR		
		Poly Seat & Back Color NFR	Flannel	/PFN		
		Frame Color	Champagne Metallic	/CM		
		Caster Option	Carpet casters	/CCC		
		Seat Upholstery	Compliance to TB 117-2013	/NFR		
		Doni Upholstery NFR	Pallas Fabric Group P0	GRPP0		
		P0 Fabric	TERRA	TERRA		
		TERRA	SLATE	/27.223.192.P		
4.4	**OH84QB**	Oath Task Arm Chair	1	$381.15	**$381.15**	
		Base Finish	Black plastic base	/P		
		Caster Type	Carpet casters	/CC		
		Oath Mesh	Black	/OMBL		
		Upholstery Grade/Color	Compliance to TB 117-2013	/NFR		
		Upholstery Grade/Color	Pallas Fabric Group P0	GRPP0		
		P0 Fabric	TERRA	TERRA		
		TERRA	SLATE	/27.223.192.P		
4.5	**S7L/306155M**	700 Series Files Multimedia Cupbrd/ Lateral Unit-30Wx18Dx65-9/32"H	1	$1,297.35	**$1,297.35**	
		Pull Options	Classic (inset pull)	/CLSC		
		Unit Color	Champagne Metallic	/CM		
		Counterbalance Option	With counterbalance	/CBW		
		Lock Option	Key alike	/KA		
		Lock Color	Satin Chrome	/SCL		
		Key Alike	Key alike lock #101	/L101		
		Lock Info	Number of locks per unit - 2	INFO		
4.6	**TG.TROUGH.60**	Toggle Wire Trough 36" Actual Length	1	$50.40	**$50.40**	
		Trough Color	Silver	/SL		
4.7	**TOGL3060EL-74P**	Toggle T-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x58-1/2"	1	$1,136.70	**$1,136.70**	
		Modesty Panel	Polyester felt modesty panel	/PMP		
		Polyester Felt Mod Panel Color	Flannel	/FTFN		
		Base Finish	Silver	/SL		
		Edge Color	Beigewood edge	/EBZ		
		Surface Finish	KI laminates	Standard		
		KI laminates	BEIGEWOOD 7850-60	/LBZ		
4.8	**UWFFB64R**	U-Series Wardrobe/Side Access Bookcase,64"H,File/File,Wardrobe Right	1	$1,004.85	**$1,004.85**	
		Paint Color	Champagne Metallic	/CM		
		Lock Option	Key alike	/KA		
		Lock Color	Satin Chrome	/SCL		
		National Key Alike	Key Alike Lock #101	/L101		
		Pull Style	U-Series pull (standard)	/USP		
Tag 1: MW OFFICE				**WorkGroup Product Subtotal**	**$5,454.00**	

QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**6/30/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Facilities, M&O: Offices - 24TRS-669984-2/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: NP STATION							
5.1	**CFS05.SL**	Monitor Arm,12" Post,Dual Screen,Two 10" Arms,Silver	1		$265.95	**$265.95**	
							
5.2	**OH84QB**	Oath Task Arm Chair	1		$381.15	**$381.15**	
		Base Finish	Black plastic base	/P			
		Caster Type	Carpet casters	/CC			
		Oath Mesh	Black	/OMBL			
		Upholstery Grade/Color	Compliance to TB 117-2013	/NFR			
		Upholstery Grade/Color	Pallas Fabric Group P0	GRPP0			
		P0 Fabric	TERRA	TERRA			
		TERRA	SLATE	/27.223.192.P			
5.3	**TG.TROUGH.72**	Toggle Wire Trough 48" Actual Length	1		$58.95	**$58.95**	
		Trough Color	Silver	/SL			
5.4	**TOGL2472FX-74P**	Toggle T-Leg Table,Rect,Fixed Base,74P Edge,23-1/2x70-1/2"	1		$443.70	**$443.70**	
		Modesty Panel	Polyester felt modesty panel	/PMP			
		Polyester Felt Mod Panel Color	Flannel	/FTFN			
		Base Finish	Silver	/SL			
		Edge Color	Beigewood edge	/EBZ			
		Surface Finish	KI laminates	Standard			
		KI laminates	BEIGEWOOD 7850-60	/LBZ			
5.5	**TOGL3066ELC-74P**	Toggle C-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x64-1/2"	1		$1,160.10	**$1,160.10**	
		Modesty Panel	Polyester felt modesty panel	/PMP			
		Polyester Felt Mod Panel Color	Flannel	/FTFN			
		Base Finish	Silver	/SL			
		Edge Color	Beigewood edge	/EBZ			
		Surface Finish	KI laminates	Standard			
		KI laminates	BEIGEWOOD 7850-60	/LBZ			
5.6	**U2W9048**	Unite 2-Way 90 Deg "L" Corner,48"H	1		$83.70	**$83.70**	
		Trim Color	Champagne Metallic	/CM			
5.7	**UEOR48**	Unite End-Of-Run Condition,48"H	1		$33.75	**$33.75**	
		Trim Color	Champagne Metallic	/CM			
5.8	**UMFR2448**	Unite Mono Fabric Panel,Standard Base Raceway,24Wx48"H	1		$265.50	**$265.50**	
		Top Cap	Flat trim (std)	/F			
		Trim Color	Champagne Metallic	/CM			
		Panel Fabric Side 1	Pallas Vertical Fabric Grade PV2	GRPV2			
		PV2 Fabric	GRIDLOCK	GRIDLOCK			
		GRIDLOCK	SHADE	/28.085.041.PS2			
		Panel Fabric Side 2	Pallas Vertical Fabric Grade PV2	GRPV2			
		PV2 Fabric	GRIDLOCK	GRIDLOCK			
		GRIDLOCK	SHADE	/28.085.041.PS2			
		Electrical Code	Domestic - with cutouts	/DP			

CREATED 5/1/2024
VALID THROUGH 6/30/2024
Prepared By Taylor Bredael-Schmidt
Quote Filename GUSD: Facilities, M&O: Offices - 24TRS-669984-2/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
5.9	**UMFR3048**	Unite Mono Fabric Panel,Standard Base Raceway,30Wx48"H	2	$301.50	**$603.00**	
		Top Cap: Flat trim (std) /F Trim Color: Champagne Metallic /CM Panel Fabric Side 1: Pallas Vertical Fabric Grade PV2 GRPV2 PV2 Fabric: GRIDLOCK GRIDLOCK GRIDLOCK: SHADE /28.085.041.PS1 Panel Fabric Side 2: Pallas Vertical Fabric Grade PV2 GRPV2 PV2 Fabric: GRIDLOCK GRIDLOCK GRIDLOCK: SHADE /28.085.041.PS2 Electrical Code: Domestic - with cutouts /DP				
5.10	**UMFR3648**	Unite Mono Fabric Panel,Standard Base Raceway,36Wx48"H	1	$346.05	**$346.05**	
		Top Cap: Flat trim (std) /F Trim Color: Champagne Metallic /CM Panel Fabric Side 1: Pallas Vertical Fabric Grade PV2 GRPV2 PV2 Fabric: GRIDLOCK GRIDLOCK GRIDLOCK: SHADE /28.085.041.PS1 Panel Fabric Side 2: Pallas Vertical Fabric Grade PV2 GRPV2 PV2 Fabric: GRIDLOCK GRIDLOCK GRIDLOCK: SHADE /28.085.041.PS2 Electrical Code: Domestic - with cutouts /DP				
5.11	**UNWM48**	Unite Adjust Wall Mount,48"	1	$90.00	**$90.00**	
		Finish Color: Champagne Metallic /CM				
5.12	**UWFFB48R**	U-Series Wardrobe/Side Access Bookcase,48"H,File/File,Wardrobe Right	1	$890.55	**$890.55**	
		Paint Color: Champagne Metallic /CM Lock Option: Key alike /KA Lock Color: Satin Chrome /SCL National Key Alike: Key Alike Lock #101 /L101 Pull Style: U-Series pull (standard) /USP				
5.13	**UWTR1624-74P**	Unite Countertop,40H Panel,74P Edge,24"W	1	$179.10	**$179.10**	
		Surface Finish: KI Laminates Standard KI Laminates: BEIGEWOOD 7850-60 /LBZ Bracket Color: Champagne Metallic /CM Notch Location: Standard top, no notch /NN Edge Color: Beigewood Edge /EBZ				
Tag 1: NP STATION				**WorkGroup Product Subtotal**	**$4,801.50**	
Tag 1: PN OFFICE						
6.1	**7D/D2472-74P-P**	700 Series Desk,Partial Modesty Panel,74P Edge,24x72"W	1	$636.30	**$636.30**	
		Grommets: No grommet /NG Enamel Color: Champagne Metallic /CM Surface Finish: KI Laminates Standard KI Laminates: BEIGEWOOD 7850-60 /LBZ Edge Color: Beigewood /TBZ				
6.2	**AH4R3629P-74P**	Athens Round Table,4"Column,24" Base,Powdercoat,29"H,36"Dia,74P Edge	1	$429.75	**$429.75**	
		Edge Color: Beigewood edge /EBZ Surface Finish: KI laminates Standard KI laminates: BEIGEWOOD 7850-60 /LBZ Base/Column Finish: Champagne Metallic /CM				

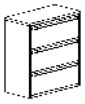
QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**6/30/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Facilities, M&O: Offices - 24TRS-669984-2/C

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
6.3	**DN2200**	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color	2	$258.75	**$517.50**	
		Poly Seat & Back Color	Compliance to TB 117-2013	-NFR		
		Poly Seat & Back Color NFR	Flannel	/PFN		
		Frame Color	Champagne Metallic	/CM		
		Caster Option	Carpet casters	/CCC		
		Seat Upholstery	Compliance to TB 117-2013	/NFR		
		Doni Upholstery NFR	Pallas Fabric Group P0	GRPP0		
		P0 Fabric	TERRA	TERRA		
		TERRA	SLATE	/27.223.192.P		
6.4	**OH84QB**	Oath Task Arm Chair	1	$381.15	**$381.15**	
		Base Finish	Black plastic base	/P		
		Caster Type	Carpet casters	/CC		
		Oath Mesh	Black	/OMBL		
		Upholstery Grade/Color	Compliance to TB 117-2013	/NFR		
		Upholstery Grade/Color	Pallas Fabric Group P0	GRPP0		
		P0 Fabric	TERRA	TERRA		
		TERRA	SLATE	/27.223.192.P		
6.5	**S7L/306155M**	700 Series Files Multimedia Cupbrd/ Lateral Unit-30Wx18Dx65-9/32"H	1	$1,297.35	**$1,297.35**	
		Pull Options	Classic (inset pull)	/CLSC		
		Unit Color	Champagne Metallic	/CM		
		Counterbalance Option	With counterbalance	/CBW		
		Lock Option	Key alike	/KA		
		Lock Color	Satin Chrome	/SCL		
		Key Alike	Key alike lock #101	/L101		
		Lock Info	Number of locks per unit - 2	INFO		
6.6	**TG.TROUGH.60**	Toggle Wire Trough 36" Actual Length	1	$50.40	**$50.40**	
		Trough Color	Silver	/SL		
6.7	**TOGL3060EL-74P**	Toggle T-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x58-1/2"	1	$1,136.70	**$1,136.70**	
		Modesty Panel	Polyester felt modesty panel	/PMP		
		Polyester Felt Mod Panel Color	Flannel	/FTFN		
		Base Finish	Silver	/SL		
		Edge Color	Beigewood edge	/EBZ		
		Surface Finish	KI laminates	Standard		
		KI laminates	BEIGEWOOD 7850-60	/LBZ		
6.8	**UWFFB64L**	U-Series Wardrobe/Side Access Bookcase,64"H,File/File,Wardrobe Left	1	$1,004.85	**$1,004.85**	
		Paint Color	Champagne Metallic	/CM		
		Lock Option	Key alike	/KA		
		Lock Color	Satin Chrome	/SCL		
		National Key Alike	Key Alike Lock #101	/L101		
		Pull Style	U-Series pull (standard)	/USP		
Tag 1: PN OFFICE				**WorkGroup Product Subtotal**	**$5,454.00**	

QUOTATION

CREATED	**5/1/2024**
VALID THROUGH	**6/30/2024**
Prepared By	Taylor Bredael-Schmidt
Quote Filename	GUSD: Facilities, M&O: Offices - 24TRS-669984-2/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: STORAGE							
7.1	**MISC-700Z S24385119V1**	*Modified-700 Series Misc	2		$1,894.95	**$3,789.90**	
		Feature - Drawer/door/shelf configuration	700 Series Files 4H Shell-36Wx18Dx53-1/32"H (1)S7L/36255MHXMB and (2)S7L/36120D		*Modified		
		Surface Material - Paint finish	Surface Material - Paint finish		CM Champagne Metallic		
		Feature - Key/Lock option	Feature - Key/Lock option		KA Key alike		
		Feature - Key/Lock option	Feature - Key/Lock option		SCL Satin Chrome		
		Feature - Pull options	Feature - Pull options		CLSC Classic (inset pull)		
			Additional 3 working days lead-time is required		Note: Lead-time Change		
7.2	**S7L/3618T-74P** 	700 Series Laminate Top Laterals for Side-by-Side Units,74P Edge,36x18"	1		$192.15	**$192.15**	
		Surface Finish	KI laminates		Standard		
		KI laminates	BEIGEWOOD 7850-60		/LBZ		
		Edge Color	Beigewood edge		/TBZ		
7.3	**S7L/363603D** 	700 Series Files Lat File,3H-36Wx18Dx39-1/4"H	1		$909.90	**$909.90**	
		Pull Options	Classic (inset pull)		/CLSC		
		Unit Color	Champagne Metallic		/CM		
		Counterbalance Option	With counterbalance		/CBW		
		Lock Option	Key alike		/KA		
		Lock Color	Satin Chrome		/SCL		
		Key Alike	Key alike lock #101		/L101		
7.4	**S7L/36735HD** 	700 Series Files Cabinet-4 Shelves-36Wx18Dx77-17/32"	2		$1,031.40	**$2,062.80**	
		Pull Options	Classic (inset pull)		/CLSC		
		Unit Color	Champagne Metallic		/CM		
		Lock Option	Key alike		/KA		
		Lock Color	Satin Chrome		/SCL		
		Key Alike	Key alike lock #101		/L101		
7.5	**S7L/426155M** 	700 Series Files Multimedia Cupbrd/ Lateral Unit-42Wx18Dx65-9/32"H	1		$1,619.10	**$1,619.10**	
		Pull Options	Classic (inset pull)		/CLSC		
		Unit Color	Champagne Metallic		/CM		
		Counterbalance Option	With counterbalance		/CBW		
		Lock Option	Key alike		/KA		
		Lock Color	Satin Chrome		/SCL		
		Key Alike	Key alike lock #101		/L101		
		Lock Info	Number of locks per unit - 2		INFO		
Tag 1: STORAGE					**WorkGroup Product Subtotal**	**$8,573.85**	

Quote Summary

Product SubTotal:	**$33,308.55**
Estimated Sales Tax 9.1250%:	**$3,039.41**
Quote Total:	**$36,347.96**

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

- This project contains non-standard items which are not returnable and not cancelable. The warranty on non-standard product that alters function is 1 year. The warranty on non-standard product that does not alter function, but only finish (i.e., paint or plastic color, laminate, grommet removal) matches that of the standard product. Modification to U.L. Listed products eliminates the listing. Product will not have U.L Listing labels unless specifically spelled out on this quote.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Taylor Bredael-Schmidt
Market Code: 2=2=K-12

Opportunity #: 669984

Quote Filename: GUSD: Facilities, M&O: Offices - 24TRS-669984-2

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
   KI
   1330 Bellevue Street
   Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
   - Ship To Information: complete legal name, address, contact name, contact phone number
   - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
   - Issue Date: date the purchase order was issued
   - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
   - Purchase Order Total: total of all items and services included on the purchase order
   - Authorization: signature of authorized purchasing agent or buying entity
   - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
     - Quantity of each item
     - Complete model number, including all finish and option information (by line item)
     - Net purchase price (by line item)
     - Extended net purchase price (all line items)
     - Any additional applicable charges (ex: installation and/or delivery charges)
     - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

J and H Panel Installation Inc.

435 B Reynolds Circle
San Jose, CA 95112
office: 408-600-7245
Cell: 408-449-7051

Estimate

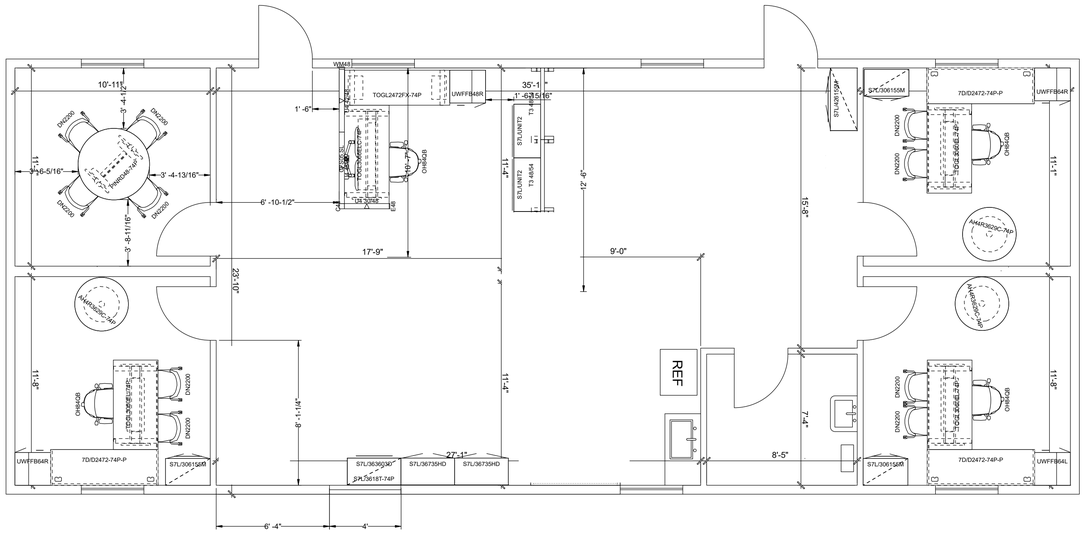
Date	Estimate #
5/1/2024	6526

Name / Address	Ship To
Gilroy Unified School District 7810 Arroyo Circle Gilroy, Ca 95020	Facilities, M & O Offices

Project

Description	Qty	Rate	Total
ESTIMATE FOR KI QUOTE NUMBER: 24TRS-669984/C RECEIVE ALL PRODUCT----------$450.00 DELIVERY AND INSTALLATION----------$2800.00 QUOTE BASED ON DOING THE JOB DURING NORMAL BUSINESS HOURS, AREA SHOULD BE FREE AND CLEAR		3,250.00	3,250.00

Total $3,250.00

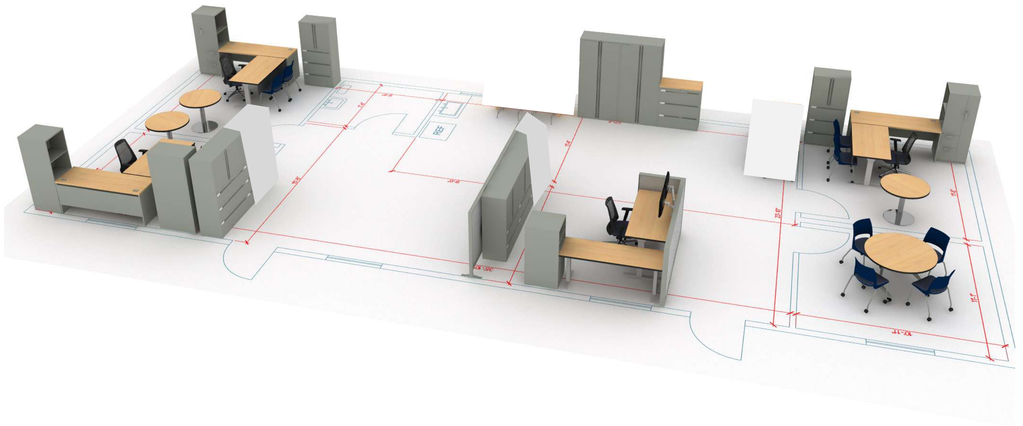


Scale1/4" = 1'

FLOOR PLAN

#	Quantity	Ind. Tag	Part Number	Options	Description
BREAKROOM					
1	2	DN4200H24	DN4200H24	/TBD/TBD/GNL/TBD	Doni Four-Leg Armless 24" Stool,Uph Seat,Solid Color
2	1	SEGH2460LNC	SEGH2460LNC	/ST/NNN/TBD/FTR/TBD	Serenade Gathering Table,Non-contrast Laminate,24x60"W,42"H
					Total BREAKROOM
FUTURE WALL					
3	2	T3 48/54	TFMF4854	/FFLB/F/TBD/TBD	Tattoo Monolithic Flex Screen w/Tackable Fabric Core, 48"Wx54"H
4	1	T3 54/54	TFMF5454	/FFLB/F/TBD/TBD	Tattoo Monolithic Flex Screen w/Tackable Fabric Core, 54"Wx54"H
					Total FUTURE WALL
MEETING ROOM					
5	4	DN2200	DN2200	/TBD/TBD/CCC/TBD	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color
6	1	PINRD48-74P	PINRD48-74P	/TBD/TBD/TBD/4EC/NMP/NNN	Pirouette,Round,Nesting,48"Dia,29H,74P Edge
					Total MEETING ROOM
MVP OFFICE					
7	1	7D/D2472-74P-P	7D/D2472-74P-P	/TBD/TBD/TBD/TBD	700 Series Desk,Partial Modesty Panel,74P Edge,24x72"W
8	1	AH4R3629C-74P	AH4R3629C-74P	/TBD/TBD/CH	Athens Round Table,4"Column,24" Base,Chrome Finish,29"H,36"Dia,74P Edge
9	2	DN2200	DN2200	/TBD/TBD/CCC/TBD	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color
10	1	OH84QB	OH84QB	/A/CC/TBD/TBD	Oath Task Arm Chair
11	1	S7L/306155M	S7L/306155M	/CLSC/TBD/CBW/KS/TBD	700 Series Files Multimedia Cupbrd/ Lateral Unit-30Wx18Dx65-9/32"H
12	1		TG.TROUGH.60	/TBD	Toggle Wire Trough 36" Actual Length
13	1	TOGL3060EL-74P	TOGL3060EL-74P	/PMP/TBD/TBD/TBD/TBD	Toggle T-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x58-1/2"
14	1	UWFFB64R	UWFFB64R	/TBD/KS/TBD/CZP	U-Series Wardrobe/Side Access Bookcase,64"H,File/File,Wardrobe Right
					Total MVP OFFICE
MW OFFICE					
15	1	7D/D2472-74P-P	7D/D2472-74P-P	/TBD/TBD/TBD/TBD	700 Series Desk,Partial Modesty Panel,74P Edge,24x72"W
16	1	AH4R3629C-74P	AH4R3629C-74P	/TBD/TBD/CH	Athens Round Table,4"Column,24" Base,Chrome Finish,29"H,36"Dia,74P Edge
17	2	DN2200	DN2200	/TBD/TBD/CCC/TBD	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color
18	1	OH84QB	OH84QB	/A/CC/TBD/TBD	Oath Task Arm Chair
19	1	S7L/306155M	S7L/306155M	/CLSC/TBD/CBW/KS/TBD	700 Series Files Multimedia Cupbrd/ Lateral Unit-30Wx18Dx65-9/32"H
20	1		TG.TROUGH.60	/TBD	Toggle Wire Trough 36" Actual Length
21	1	TOGL3060EL-74P	TOGL3060EL-74P	/PMP/TBD/TBD/TBD/TBD	Toggle T-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x58-1/2"
22	1	UWFFB64R	UWFFB64R	/TBD/KS/TBD/CZP	U-Series Wardrobe/Side Access Bookcase,64"H,File/File,Wardrobe Right
					Total MW OFFICE
NP STATION					
23	1	CFS05.SL	CFS05.SL		Monitor Arm,12" Post,Dual Screen,Two 10" Arms,Silver
24	1	OH84QB	OH84QB	/A/CC/TBD/TBD	Oath Task Arm Chair
25	1		TG.TROUGH.72	/TBD	Toggle Wire Trough 48" Actual Length
26	1	TOGL2472FX-74P	TOGL2472FX-74P	/NMP/TBD/TBD/TBD	Toggle T-Leg Table,Rect,Fixed Base,74P Edge,23-1/2x70-1/2"
27	1	TOGL3066ELC-74P	TOGL3066ELC-74P	/NMP/TBD/TBD/TBD	Toggle C-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x64-1/2"
28	1	C48	U2W9048	/TBD	Unite 2-Way 90 Deg "L" Corner,48"H
29	1	E48	UEOR48	/TBD	Unite End-Of-Run Condition,48"H
30	1	U4 30/48	UMFR3048	/F/TBD/TBD/TBD/DP	Unite Mono Fabric Panel,Standard Base Raceway,30Wx48"H
31	1	U4 42/48	UMFR4248	/F/TBD/TBD/TBD/DP	Unite Mono Fabric Panel,Standard Base Raceway,42Wx48"H
32	1	U4 48/48	UMFR4848	/F/TBD/TBD/TBD/DP	Unite Mono Fabric Panel,Standard Base Raceway,48Wx48"H
33	1	WM48	UNWM48	/TBD	Unite Adjust Wall Mount,48"
34	1	UWFFB48R	UWFFB48R	/TBD/KS/TBD/CZP	U-Series Wardrobe/Side Access Bookcase,48"H,File/File,Wardrobe Right
					Total NP STATION
PN OFFICE					
35	1	7D/D2472-74P-P	7D/D2472-74P-P	/TBD/TBD/TBD/TBD	700 Series Desk,Partial Modesty Panel,74P Edge,24x72"W
36	1	AH4R3629C-74P	AH4R3629C-74P	/TBD/TBD/CH	Athens Round Table,4"Column,24" Base,Chrome Finish,29"H,36"Dia,74P Edge
37	2	DN2200	DN2200	/TBD/TBD/CCC/TBD	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color
38	1	OH84QB	OH84QB	/A/CC/TBD/TBD	Oath Task Arm Chair
39	1	S7L/306155M	S7L/306155M	/CLSC/TBD/CBW/KS/TBD	700 Series Files Multimedia Cupbrd/ Lateral Unit-30Wx18Dx65-9/32"H
40	1		TG.TROUGH.60	/TBD	Toggle Wire Trough 36" Actual Length
41	1	TOGL3060EL-74P	TOGL3060EL-74P	/PMP/TBD/TBD/TBD/TBD	Toggle T-Leg Table,Rect,Dual Motor Electric Base,74P Edge,29-1/2x58-1/2"
42	1	UWFFB64L	UWFFB64L	/TBD/KS/TBD/CZP	U-Series Wardrobe/Side Access Bookcase,64"H,File/File,Wardrobe Left
					Total PN OFFICE
STORAGE					
43	6	S7L/UNIT2	S7L/36120D	/TBD	700 Series Files Drawer-12"Hx36"W
44	1	S7L/3618T-74P	S7L/3618T-74P	/TBD/TBD	700 Series Laminate Top for Side-by-Side Units,74P Edge,36x18"
45	3	S7L/UNIT2	S7L/36255MHX	/TBD	700 Series Files Hinged Door Insert-36"Wx25-1/2"H
46	1	S7L/363603D	S7L/363603D	/CLSC/TBD-NOCBW/KS/TBD	700 Series Files Lat File,3H-36Wx18Dx39-1/4"H
47	3	S7L/UNIT2	S7L/36495	/TBD/CBW/KS/TBD	700 Series Files 4H Shell-36Wx18Dx53-1/32"H
48	2	S7L/36735HD	S7L/36735HD	/CLSC/TBD/KS/TBD	700 Series Files Cabinet-4 Shelves-36Wx18Dx77-17/32"
49	2	S7L/426155M	S7L/426155M	/CLSC/TBD/CBW/KS/TBD	700 Series Files Multimedia Cupbrd/ Lateral Unit-42Wx18Dx65-9/32"H
					Total STORAGE
TOUCH DOWN					
50	2	DN2200	DN2200	/TBD/TBD/CCC/TBD	Doni Four-Leg Armless Chair w/Casters,Uph Seat,Solid Color
51	2	PINR2442T-74P	PINR2442T-74P	/TBD/NNN/TBD/TBD/4EC/PMP/TBD	Pirouette,Nesting Training,Rectangular,24x42",74P Edge
					Total TOUCH DOWN

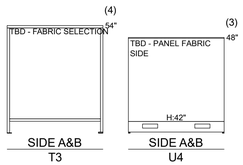
BILL OF MATERIALS



RENDERING

NOTE: DEFAULT FINISHES SHOWN

Actual colors and textures of final products may vary from the colors and textures shown above.



PANEL KEY

Scale~1:36

CONFIDENTIALITY

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PURCHASER DOES NOT INTEND TO MAKE THIS ANNEXATION A PERMANENT ACCESSION TO REAL PROPERTY.

CODE REQUIREMENTS

THIS PLAN IS BASED UPON KI'S INTERPRETATION OF APPLICABLE SECTIONS OF THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND INFORMATION PROVIDED BY OWNER/ARCHITECT/CONTRACTOR, WHICH INFORMATION IS PRESUMED BY KI TO BE ACCURATE WITHOUT INDEPENDENT INVESTIGATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY NOW OR HEREAFTER STATED IN ANY CONTRACT TO WHICH KI IS A PARTY, KI DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO INSURE THAT THIS PLAN COMPLIES WITH ANY OTHER FEDERAL, STATE OR LOCAL STATUE, REGULATION OR CODE SECTION APPLICABLE TO THE PROJECT, PROJECT SITE, OR KI'S WORK, REGARDLESS OF WHETHER KI MAY BE ADVISED OF THE SAME. APPROVAL OF THIS PLAN SHALL INCLUDE AGREEMENT TO THE FOREGOING. KI RECOMMENDS THAT THESE PLANS AND THE RESULTING LAYOUTS BE REVIEWED WITH A LOCAL FIRE INSPECTOR TO VERIFY COMPLIANCE WITH ALL

FIELD VERIFICATION

THIS PLAN INCORPORATES BUILDING INFORMATION COMPILED FROM VARIOUS SOURCES ASSOCIATED WITH THIS PROJECT AND DEEMED AS RELIABLE. CONDITIONS DIRECTLY AFFECTING THE PRODUCT OR IT'S INSTALLATION MUST BE FIELD VERIFIED.

BUILDING VERIFICATION

TO ENSURE PROPER FIT OF FURNITURE VERIFY: WALLS, COLUMNS, WINDOWS, DOORS, WINDOW SILL HEIGHTS. ALL WALL FEATURES IE: THERMOSTATS, LIGHT SWITCHES, ELECTRICAL, HVAC, FIRE EXTINGUISHERS, ALARMS

DRAWING REVIEW

THESE PLANS ARE INTENDED TO COMPLY WITH THE CONTRACT. AS SUCH, THESE PLANS MUST BE REVIEWED BY THE OWNER/ARCHITECT/CONTRACTOR, OR OTHER APPROPRIATE REPRESENTATIVE. IF KI IS TO PROCEED WITH PRODUCT INSTALLATION IN ACCORDANCE WITH THESE PLANS, MARK THE "APPROVED AS NOTED" BOX BELOW, EXECUTE AND COMPLETE THE INFORMATION AT THE BOTTOM OF THIS PAGE, AND RETUN THIS DOCUMENT TO KI. IF THESE PLANS ARE TO BE CORRECTED, MARK THE "REVISE AND RESUBMIT" BOX BELOW, EXECUTE AND COMPLETE THE INFORMATION AT THE BOTTOM OF THIS PAGE, AND RETURN THIS DOCUMENT TO KI. AUTHORIZED SIGNATURE INDICATED REVIEW OF THESE PLANS. BELOW SIGNATURE, PRINT NAME, TITLE, COMPANY OR AFFILIATION, AND DATE. MANUFACTURE OF PRODUCT SHOWN IS NOT SCHEDULED UNTIL DRAWING REVIEW IS COMPLETE AND AUTHORIZED SIGNATURE IS RECEIVED. IT IS THE OWNER/ARCHITECT/CONTRACTOR'S RESPONSIBILITY TO NOTIFY KI IF SITE CONDITIONS HAVE CHANGED OR ARE NOT REFLECTED ON OUR DRAWING THAT WOULD IMPACT OUR FURNITURE LAYOUT AFTER COMPLETED FIELD VERIFIED DIMENSIONS HAVE BEEN OBTAINED.

APPROVED AS NOTED

REVISE AND RESUBMIT

SIGNATURE:

INTERNAL KI USE ONLY

SALESFORCE #:

FINISH APPROVAL
DRAWING APPROVAL
VFD's / HOLD DIMS
AUDIT COMPLETE

[Drawing_Status_2nd]

PROJECT TITLE:

GHILROY UNIFIED SCHOOL DISTRICT

FLOOR/AREA:
M&O OFFICES, FACILITIES

ORDER #:

SALESFORCE #:
669984

DATE:
02/03/2024

REVISIONS:

NO	DATE	BY	DESCRIPTION

DRAWN BY:
AAM

SCALE:
AS NOTED

DRAWING #:
D669984_00_00_L04_S.cmdrw
3/13/2024 4:50:57 PM Amberlynn

SHEET: FLOOR PLAN
1/1

April 17, 2024

Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
Email: matthew.woolman@gilroyunified.org

Attention: Matt Woolman
Reference: Antonio Del Buono- HVAC Survey
Quote: GILR331-24

Environmental Systems, Inc. proposes to provide the labor and material to complete the following:

Proposed Work: AC #1-8
The existing thermostat are inoperative and are missing. Need to install pelican thermostat controls per district standard for AC#1-8.

1. Install new pelican gateway, repeaters, and thermostats.
2. Install new low voltage thermostat wiring installation as needed
3. Internet connection to be provided by district

Total Price for the above scope: $20,611.00

Proposed Work: AC#1-8
AC#1-8 have minor repairs and connections needed

1. Resecure supply ducting to supply registers as needed
2. Repair damaged sections of alum flex ducting

Total Price for the above scope: $3,240.00

Proposed Work: AC#1
The existing bard unit is inoperative. The unit needs to be replaced

1. Disconnect, remove and dispose of existing Bard unit
2. Disconnect existing line voltage electrical, and ducting
3. Install one (1) new Bard unit
4. Reconnect to existing line voltage electrical, and ducting
5. Start and test system operations

Total Price for the above scope: $19,849.00

Proposed Work: AC#2

1. Remove and replace one (1) compressor contactor
2. Remove and replace one (1) filter
3. Clean condenser coils, cleaning coils will increase airflow across coil face and help improve unit efficiency

Total Price for the above scope: $1,254.00

Proposed Work: AC#3
The existing bard unit is inoperative. The unit needs to be replaced

1. Disconnect, remove and dispose of existing Bard unit
2. Disconnect existing line voltage electrical, and ducting
3. Install one (1) new Bard unit
4. Reconnect to existing line voltage electrical, and ducting
5. Start and test system operations

Total Price for the above scope: $19,849.00

Proposed Work: AC#4

1. Remove and replace one (1) compressor contactor
2. Remove and replace one (1) filter
3. Clean condenser coils, cleaning coils will increase airflow across coil face and help improve unit efficiency

Total Price for the above scope: $1,254.00

Proposed Work: AC#5

The existing bard unit is inoperative. The unit needs to be replaced

1. Disconnect, remove and dispose of existing Bard unit
2. Disconnect existing line voltage electrical, and ducting
3. Install one (1) new Bard unit
4. Reconnect to existing line voltage electrical, and ducting
5. Start and test system operations

Total Price for the above scope: $19,849.00

Proposed Work: AC#6

1. Remove and replace one (1) compressor contactor
2. Remove and replace one (1) filter
3. Clean condenser coils, cleaning coils will increase airflow across coil face and help improve unit efficiency

Total Price for the above scope: $1,254.00

Proposed Work: AC#7

1. Remove and replace one (1) compressor contactor
2. Remove and replace one (1) filter
3. Clean condenser coils, cleaning coils will increase airflow across coil face and help improve unit efficiency

Total Price for the above scope: $1,254.00

Proposed Work: AC#8

1. Remove and replace one (1) compressor contactor
2. Remove and replace one (1) filter
3. Clean condenser coils, cleaning coils will increase airflow across coil face and help improve unit efficiency

Total Price for the above scope: $1,254.00

Exclusions:

Overtime labor, permits, service, repairs or component replacement other than stated above
If this project requires bonds, please add 2% to the total proposal amount

Please feel free to contact us if you have any questions or if we can be of further assistance.
If you are satisfied with our proposal and would like us to proceed, please sign below and email to service@esite.net. Price is valid for 30 days.

Kenneth J Filice

Senior Project Manager

Acceptance of the above proposal:

The price, specifications, and conditions of this proposal are satisfactory and hereby acceptable. I/We have read and acknowledge, and understand Environmental Systems Inc.'s General Terms and conditions attached, and hereby incorporate the same as part of this Proposal & Contract. I/We agree to make all payments as outlined above.

P.O. Number: _____ Amount: _____

Signature: _____ Date: _____

Print Name: _____

Environmental Systems Inc – General Terms and Conditions

SECTION 1. ENTIRE AGREEMENT. The proposal on page 1, and these General Terms and Conditions represents the entire agreement. Owner may issue a Purchase order for accounting purposes, but these General terms and conditions will prevail.

SECTION 2. PAYMENT TERMS: Owner agrees to pay Environmental Systems Inc as follows: (A) 100% upon completion of project. (B) Any other payment terms must be mutually agreed to in writing between Owner and Environmental Systems Inc. (C) Progress payments based on amount of work completed each month.

SECTION 3. CHANGES IN WORK. Contractor shall not be required to make any changes in the work without a mutually agreed to written change order authorization which includes the new scope of work and agreed to price. If Owner provides verbal direction, Owner agrees to follow up in writing within 5 days, but in no event shall verbal direction preclude Environmental Systems Inc from being reimbursed for the change order work. Written changes will not be required if Contractor acts in response to an emergency situation.

SECTION 4. CLAIMS. If any dispute shall arise between Owner and Contractor regarding performance of the work, or any alleged change in the work, Contractor may perform the disputed work and shall submit a notice of a claim for additional compensation for the work within ten (10) days after commencement of the disputed work. Any and all claims shall first be addressed in an Owner/Contractor meeting for resolution. If that is unsuccessful, Contractor may request and Owner agrees to binding arbitration. SECTION 5. GUARANTEE. Environmental Systems Inc guarantees and warrants all materials and workmanship and agrees to replace at his sole cost and expense any and all materials adjudged defective or damaged from said installation during a period of either (A) 30 days for repair work or (B) one year from completion for installation of new equipment. These specifications shall control unless a greater period of guarantee is provided by Equipment or material manufacturers.

SECTION 6. INSURANCE. Environmental Systems Inc shall, at its expense, procure limits and maintain insurance on all of its operations. The following will be considered acceptable insurance requirements on all projects. a. Workers Compensation and Employer's Liability insurance; amounts as required by statute. b. Comprehensive General Liability or Commercial General
Liability insurance covering all operations: $1,000,000.00 c. Automobile Liability insurance, including coverage for allow owned, hired and non-owned automobiles: $1,000,000.00
All insurance coverages shall be in amounts and for duration of the project.

SECTION 7. INDEPENDENT CONTRACTOR. Environmental Systems Inc is an independent contractor and not an agent for Owner

SECTION 8. ASBESTOS. Contractor agrees to stop work immediately and notify Owner should asbestos or asbestos related products be discovered during the course of construction. Work will continue only after the asbestos hazard has been abated by Owner and the Owner has authorized work to be restarted. Any such Asbestos remediation is not included in this contract.

SECTION 9. SEVERABILITY. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is deemed invalid or unenforceable, then such provision shall be modified to the minimum extent necessary to make it or its application valid or enforceable, and the validity and enforceability of all other provisions of this agreement, and all other applications of such provisions, shall not be affected.

SECTION 10. JURISDICTION AND VENUE. Contractor and Owner agree that this contract shall be construed in accordance with, and governed by, the laws of the State of California. The jurisdiction and venue for any dispute arising from this contract shall be Santa Clara County, California.

SECTION 11. ATTORNEYS FEES. If any action is commenced between the parties hereto concerning the project or enforcement of this Agreement, the prevailing party in such litigation shall be entitled to, in addition to such other relief as may be granted, court costs, legal expenses, and reasonable attorneys' fees.

CONTRACTORS ARE REQUIRED, BY LAW, TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, and P.O. BOX 26000, SACRAMENTO, CALIFORNIA 94826.

MORGAN HILL GLASS, INC CL#592649
380 TENNANT AVE.
SUITE 3
MORGAN HILL, CA 95037
PH:(408) 779-2189 FAX:(408) 779-9371

WHITE **2o**

Contractor License: 592649
Federal Tax ID: 85-1189358

P/O#:

Taken By:
Installer:
SalesRep: MARCELLA

Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:

Adv. Code:

Quote: Q027074
Date: 4/18/2024
Time: 10:53 AM

Bill To: 842-8297

GILROY UNIFIED SCHOOL DISTRICT
7810 ARROYO CIRCLE
Gilroy, CA 95020

Sold To: 842-8297

PAUL NADEAU
ANTONIO DEL BUONO STATE PRESCHOOL
245 FARRELL AVE
Gilroy, CA 95020

(669) 205-7921 Work: (408) 848-6424

Qty	Part Number	Description	List	Sell	Total
2	IG TMP GRAY-3/16"	(33 1/4" x 44") 3/16" INSULATED GLASS TEMPERED GRAY	$348.07	$348.07	$696.14
1	IG TMP GRAY-3/16"	(15 1/4" x 38") 3/16" INSULATED GLASS TEMPERED GRAY	$141.37	$141.37	$141.37
2	IG TMP GRAY-3/16"	(33 1/4" x 44") 3/16" INSULATED GLASS TEMPERED GRAY	$348.07	$348.07	$696.14
2	IG TMP GRAY-3/16"	(33 1/4" x 44") 3/16" INSULATED GLASS TEMPERED GRAY	$348.07	$348.07	$696.14
1	SC	LABOR	$1,995.00	$1,995.00	$1,995.00

QUOTES ARE VALID FOR 15 DAYS
ALL GLASS SALES ARE FINAL
Thank You for shopping with Morgan Hill Glass

Sub Total: $4,224.79

Tax: $203.47

Total: $4,428.26

Matthew Woolman <matthew.woolman@gilroyunified.org>

Field access for student in a wheelchair

Anthony Fuccella <anthony.fuccella@gilroyunified.org> Wed, Apr 10, 2024 at 9:49 AM
To: Matthew Woolman <matthew.woolman@gilroyunified.org>
Cc: Anna Pulido <anna.pulido@gilroyunified.org>, Hilda Aguirre <hilda.aguirre@gilroyunified.org>, Adrienne Summers <adrienne.summers@gilroyunified.org>, Lindsay Granger <lindsay.granger@gilroyunified.org>

Hello there,

I am not sure who to contact about this so I cc'd all of the experts just in case. We have an 8th grade student that is in a wheelchair. Our 8th grade promotion celebration is traditionally held on the grass soccer field. Maneuvering through the grass in her wheelchair is going to be very awkward and difficult. Do we have anything at the yard that could create flooring for our student to roll on the grass easier? I am thinking of some sort of wood or plastic flooring for smooth rolling through our celebratory arch as the student's name is announced.

Thank you for your guidance with this,

Anthony Fuccella (He/Him) - Assistant Principal

Solorsano Middle School
7121 Grenache Way
Gilroy, CA 95020
(669) 205-5000



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 # 5759.1
DATE 03/25/2024

ACTIVITY	QTY	RATE	AMOUNT
Rod Kelley Elementary School / Mt. Madonna Rear Fence Project 8755 Kern Ave, Gilroy, CA 95020 Gilroy Unified School District Attn: Matt Woolman This Estimate is based on a job walk with Matt Woolman of Gilroy Unified School District.			
IRON FENCE Installation of (135) L.F. of 8’ High Capitol Steel Fence to Match Existing Fence Includes 8’ High x 8’ Wide 4 Rail, 2" SQ. Top and Bottom Rails, 3/4" Curved Pickets Includes 4" Sq. Posts Includes 2" Brackets Includes 12" Dia. x 36" Deep Concrete Footings Includes Fasteners	1	23,968.00	23,968.00
IRON GATES Installation of (2) EA. 7’ H x 42" W Single Gates w/ Transom Includes 7’ High x 42" Wide 3 Rail, 2" SQ. Top and Bottom Rails, 3/4" Pickets Includes (2) 4" Sq. Posts w. Transon Includes Locinox Mammoth Hinges Includes Von Duprin Panic Hardware w/ Lever and ICC Includes Keedex Weld Box Includes 12" Dia. x 42" Deep Concrete Footings Includes Angle Iron for Guards Includes Side Mesh and Channel Includes Fasteners Installation of (1) EA. 8’ H x 14’ W Double Iron Gate to Match Fence Style Includes 7’H x 14’ W Double 2" Sq. Frame, 4 Rail, 3/4" Pickets,	1	28,804.00	28,804.00

ACTIVITY	QTY	RATE	AMOUNT
Includes 4" SQ. Black Posts Includes 4" Heavy Duty Roller Hinge Includes Strong Arm Latches Includes 14" Dia. x 48’ Deep Concrete Footings			
CHAIN LINK FENCE	1	12,862.00	12,862.00
Installation of (208) L.F. of 6’-0" High Galvanized Chain link Fence Includes 6’-0" High Galvanized 9 Gauge Chainlink Includes 1-7/8", Galvanized Structural Line Posts Includes 2-3/8", Galvanized Structural End and Corner Posts Includes 1-5/8", Top Rail, Includes Bottom Tension Wire Includes Fittings and Fasteners Includes 12" Dia. x 36" Deep Concrete Footings			
CHAIN LINK GATES	1	8,647.00	8,647.00
Installation of (1) EA. 6’ High x 48" Wide Galvanized Chainlink Pedestrian Swing Gate to match Fence Includes 1-5/8" Dia. Framing and Mesh Includes Keedex Weld Box Includes 2-7/8 "Dia. Hinge Post Includes Von Duprin Panic Hardware w/ Lever and ICC Includes Locinox Mammoth Self Closing Hinges Includes 10" Galvanized Kick Plate Includes Galvanized Expanded Metal Secuirty Mesh Relocate Existing Chain Link Pedestrian Gate to New Location Includes New 2-7/8" Dia Gate Posts			
Dirt Off Haul of Concrete Footing Spoils	1	1,900.00	1,900.00
Underground Utility Locator	1	3,300.00	3,300.00

Clarifications:
Permits by Others
Engineering by Others
Assumes Normal Consolidated Soils
Irrigation Repair by Others
Normal Working Days / Hours
M-F, 7am-4pm
No Overtime Included
Includes Prevailing Wage

Any Billing Questions Please Call:
Cynthia Fausto
408.837.7689

TOTAL **$79,481.00**

Accepted By

Accepted Date


8755
8755
8755
8755
8755
Culp Dr
977
967
957
947
937
927
8583
8580
Layers
Google

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 # 5760.1
DATE 03/25/2024

ACTIVITY	QTY	RATE	AMOUNT
Christopher Highschool Softball Dugout Project 850 Day Rd, Gilroy, CA 95020 Gilroy Unified School District Attn: Matt Woolman This Estimate is based on a job walk with Matt Woolman of Gilroy Unified School District.			
Two Dug Out Fence and Gates Install (4) 2-3/8" Dia. Posts Infill (4) Areas with 8’-0" High Galvanized Chain link Fence Includes 1-5/8" Dia. Top and Bottom Rail Remove (2) EA. Existing Chain Link Gate Install (2) EA. Existing Gates In New Location Includes New Post and Frame Hinges Includes New Lockable Fork Latch	1	6,952.00	6,952.00
Two Dugout Chain Link Roof w/ Green Windscreen Install (2) EA. 8’ Wide x 60’ Long Chain Link Roofs Includes 8’-0" High Galvanized 9 Gauge Chainlink Roof Includes 1-5/8", Roof Rail Supports @ 5’ O/C Includes Fittings and Fasteners Includes CI Fabrics Signature 90 Green Windscreen Includes Black Zip Tie Attachment	1	18,747.00	18,747.00

ACTIVITY	QTY	RATE	AMOUNT

Clarifications:
Permits by Others
Engineering by Others
Normal Working Days / Hours
M-F, 7am-4pm
No Overtime Included
Includes Prevailing Wage

Any Billing Questions Please Call:
Cynthia Fausto
408.837.7689

TOTAL **$25,699.00**

Accepted By

Accepted Date

Matthew Woolman <matthew.woolman@gilroyunified.org>

Trailers vs. Sleds

Garth Gilmour <garth@qovoinc.com> Tue, Mar 5, 2024 at 10:49 AM
To: Matthew Woolman <matthew.woolman@gilroyunified.org>

Matt;

Okay. I have an idea to make your portable solution easier. All of the new sleds are priced out between 14k and 16k without cameras, and that is because steel and batteries have become so expensive. We have three trailers sitting in our yard in San Jose that are the same as the one you have, but they would need camera heads. Would you consider those over sleds? The trailers cost us $16000 built shipped from Idaho and the replacement cost is $24000. I am thinking about 8K a piece but want to get your thoughts first.

The cost on the heads depends on how you configure them. So let me know the camera configurations you have in mind.

Garth

--

QOVO SOLUTIONS INC. | WIRELESS MANAGED SERVICES VIDEO SURVEILLANCE

Garth Gilmour

Direct: 408.420.5501

Main: 844.768.6462

Tech Support: 877.925.0701

garth@qovoinc.com

Lease Applications Link

CMAS Approved Contractor DGS California Multiple CMAS Award Schedules

SPORT & CYCLE
TEAM ATHLETICS

3/22/24

475 N. FORTUNA BLVD
FORTUNA CA 95540

COACH / BUYER	SCHOOL / GROUP	SALES PERSON
RYAN DEQUIN	CHRISTOPHER HS - SOFTBALL	DAN

QTY.	ITEM #	BRAND	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1150117	SC	120' X 120' FIELD TARP	$8,799.99	$ 8,799.99
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
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					$ -
					$ -
			SHIPS FREIGHT TRUCK		$ -
					$ -
					$ -
					$ -
					$ -

SUB	$ 8,799.99
TAX	$ 748.00
SHIPPING	$ 1,298.16
TOTAL	$ 10,846.15

"LEGENDARY DEPENDABLE SERVICE SINCE 1979!"

Email: dan@sportandcycle.com

ALL SALES FINAL

SPORT & CYCLE
TEAM ATHLETICS

3/22/24

475 N. FORTUNA BLVD
FORTUNA CA 95540

COACH / BUYER	SCHOOL / GROUP	SALES PERSON
RYAN DEQUIN	CHRISTOPHER HS - BASEBALL	DAN

QTY.	ITEM #	BRAND	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1150100	SC	160' X 160' FIELD TARP	$9,587.99	$ 9,587.99
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
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			SHIPS FREIGHT TRUCK		$ -
					$ -
					$ -
					$ -
					$ -

SUB	$ 9,587.99
TAX	$ 814.98
SHIPPING	$ 1,438.05
TOTAL	$ 11,841.02

"LEGENDARY DEPENDABLE SERVICE SINCE 1979!"

Email: dan@sportandcycle.com

ALL SALES FINAL

ABM Building Solutions

Gilroy USD

MEETING MINUTES / Project Update Meeting

Date: May 2, 2024
Time: 3:00 PM PST
Place: Via Teams Meeting

Purpose: Project Status Update

Attendees

Gilroy Unified School District:
Matt Woolman

ABM:
Keith Korell, Mir Amini, Leo Reyes, Tony Roehrick

Minutes

1. ABM (KK) Opened meeting and shared the agenda.
2. ABM (LR) provided progress update and mentioned that an alternative product cutsheet (IMD 667) has been provided to GUSD (MW) for review/approval. Upon approval, ABM will proceed with the work in the Library in Christopher High School.
3. GUSD (MW) has reviewed the specs and approved the alternative product (IMD 667).
4. ABM (LR) sent an email to GUSD (MW) with the specs for gym flooring requesting GUSD to review and provide guidance and approval to proceed with the work.
5. ABM (LR) discussed the current work plan and mentioned that to start work at Los Animas on Monday May 6, 2024, estimated to complete by May 15, 2024.
6. ABM (LR) mentioned that needs district assistance in determining what is above the ceiling in some of the rooms at two schools. ABM (LR) to schedule a meeting.
7. ABM (LR) mentioned that approximately 55 existing lenses are damaged, and 8 lenses are missing at GUSD (MW) requested ABM (LR) to take measurement. mentioned that ABM.
8. ABM (KK) mentioned that the design for generator is in its final stages for DSA submission and equipment is on order.

Action Items:

1. GUSD (MW) to review the specs for gym flooring and provide comment/approval.

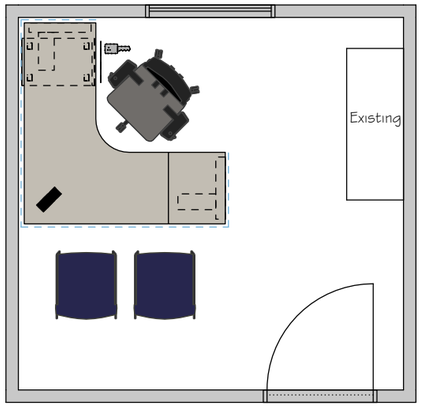
These minutes represent ABM's understanding of all items discussed during the meeting of **May 2, 2024,** held via TEAMS call. If any participant notes any discrepancies in these minutes, please advise ABM / Mir Amini via email within 5 business days of the issuance of these minutes. ABM will then revise the minutes, as necessary. Otherwise, these minutes will be regarded as an accurate representation of what was discussed during this meeting.

These meeting minutes were prepared by:

Mir Amini

Mir Amini

Cc: Attendees, R. Cooke, R. Breslin





Council Office

CORE

7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711

P 559.297.6400

www.coreinteriors.com

RPC#: -----

scale:	1/4"=1'-0"
drawn by:	date:
KL	:
revised by:	date:
:	:
:	:
:	:
:	:
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This drawing is not a construction document. It is to be used for spaceplanning, reference, and installing furniture. This drawing is property of Core Business Interiors and is subject to return upon request. This drawing cannot be made public or reproduced unless authorized by Core Business Interiors.

Client Name

Client Name

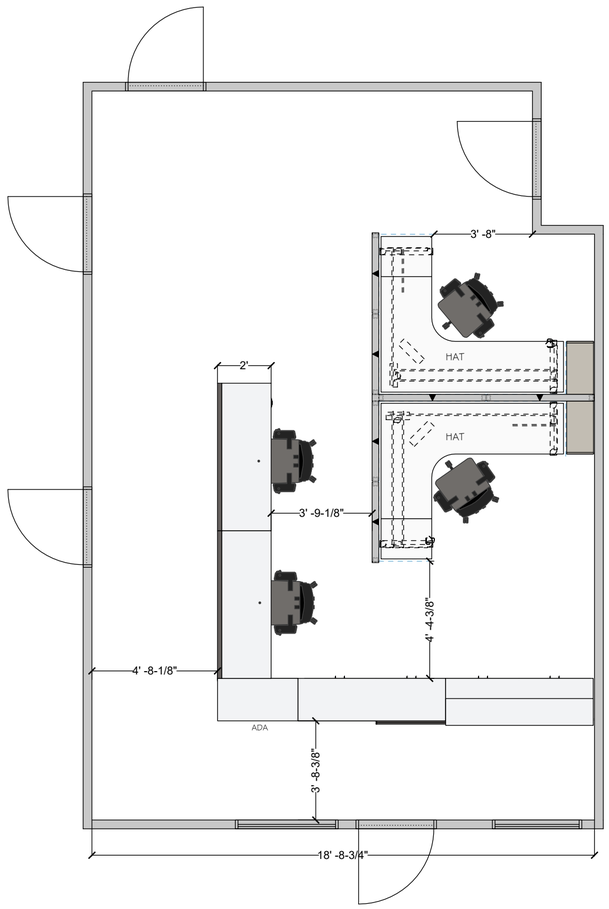
Sheet Title

Sheet:

#

Client Signature

m:\Client Folders\G-Folders\Gilroy Unified School District\CET\Gilroy USD.cmdtw
Katie Leavell
4/26/2024 12:26:29 PM



Ne
E



Main Office

Client Signature Date

CORE

7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711

P 559.297.6400

www.coreinteriors.com

RPC#: -----

scale:	1/4" = 1'-0"
drawn by:	date:
KL	:
revised by:	date:
:	:
:	:
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Client Name

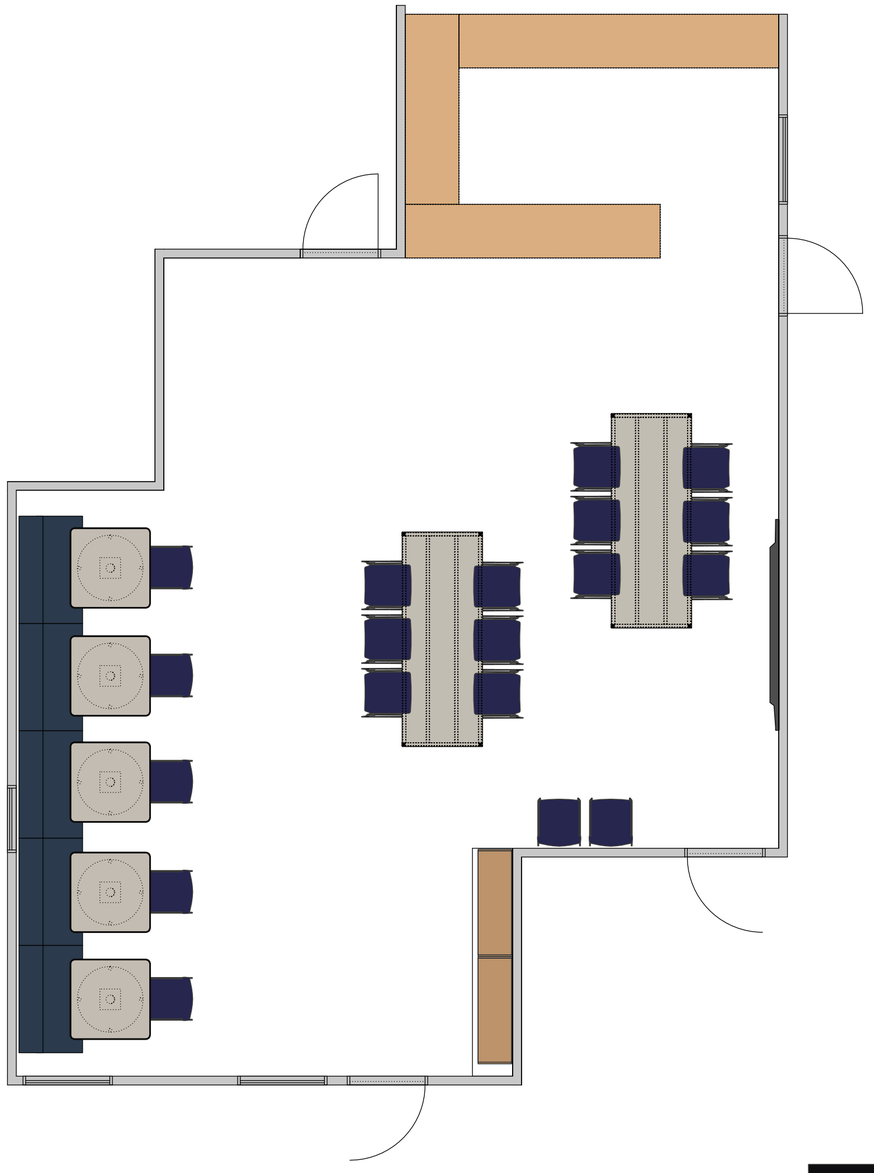
Client Name

Sheet Title

Sheet:

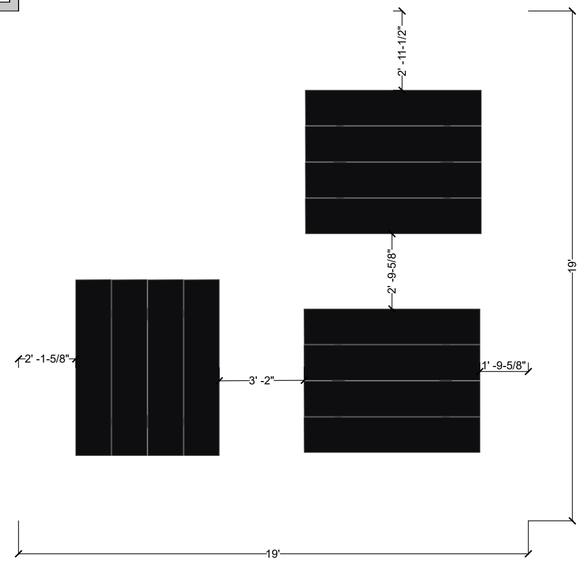
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Kelly Lewis
4/26/2024 11:26:35 PM



Lunch Room





Patio



Client Signature Date

CORE

7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711

P 559.297.6400

www.coreinteriors.com

RPC#: -----

scale:	1/4" = 1'-0"
drawn by:	date:
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revised by:	date:
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Client Name

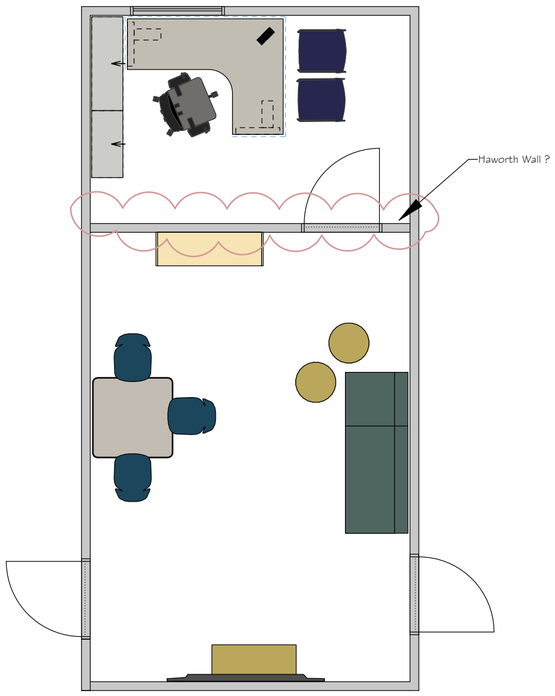
Client Name

Sheet Title

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4/16/2024 12:26:38 PM



Wellness





Client Signature Date

CORE

7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711

P 559.297.6400

www.coreinteriors.com

RPC#: -----

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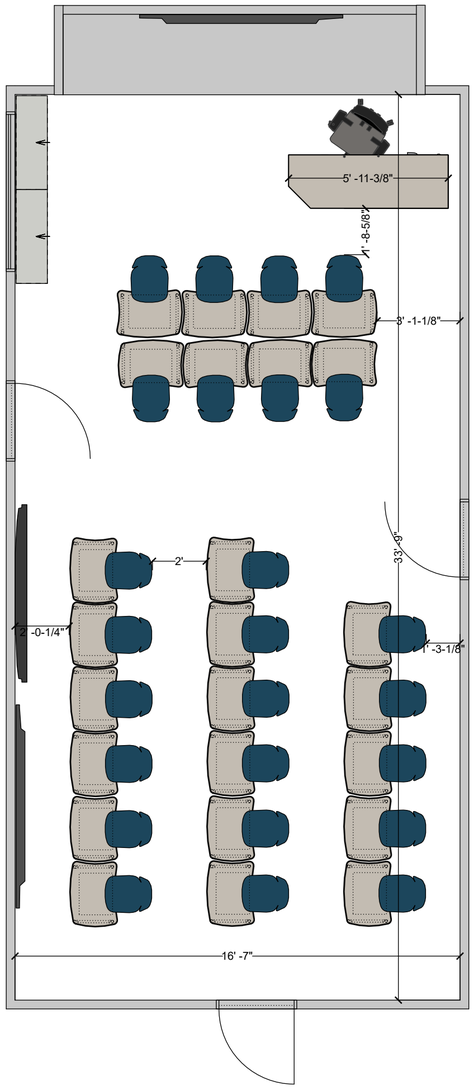
Client Name

Sheet Title

Sheet:

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Kelly Lewis
4/26/2024 11:26:42 PM





Class 8

Client Signature Date

CORE

7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711

P 559.297.6400

www.coreinteriors.com

RPC#: -----

scale:	1/4" = 1'-0"
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Client Name

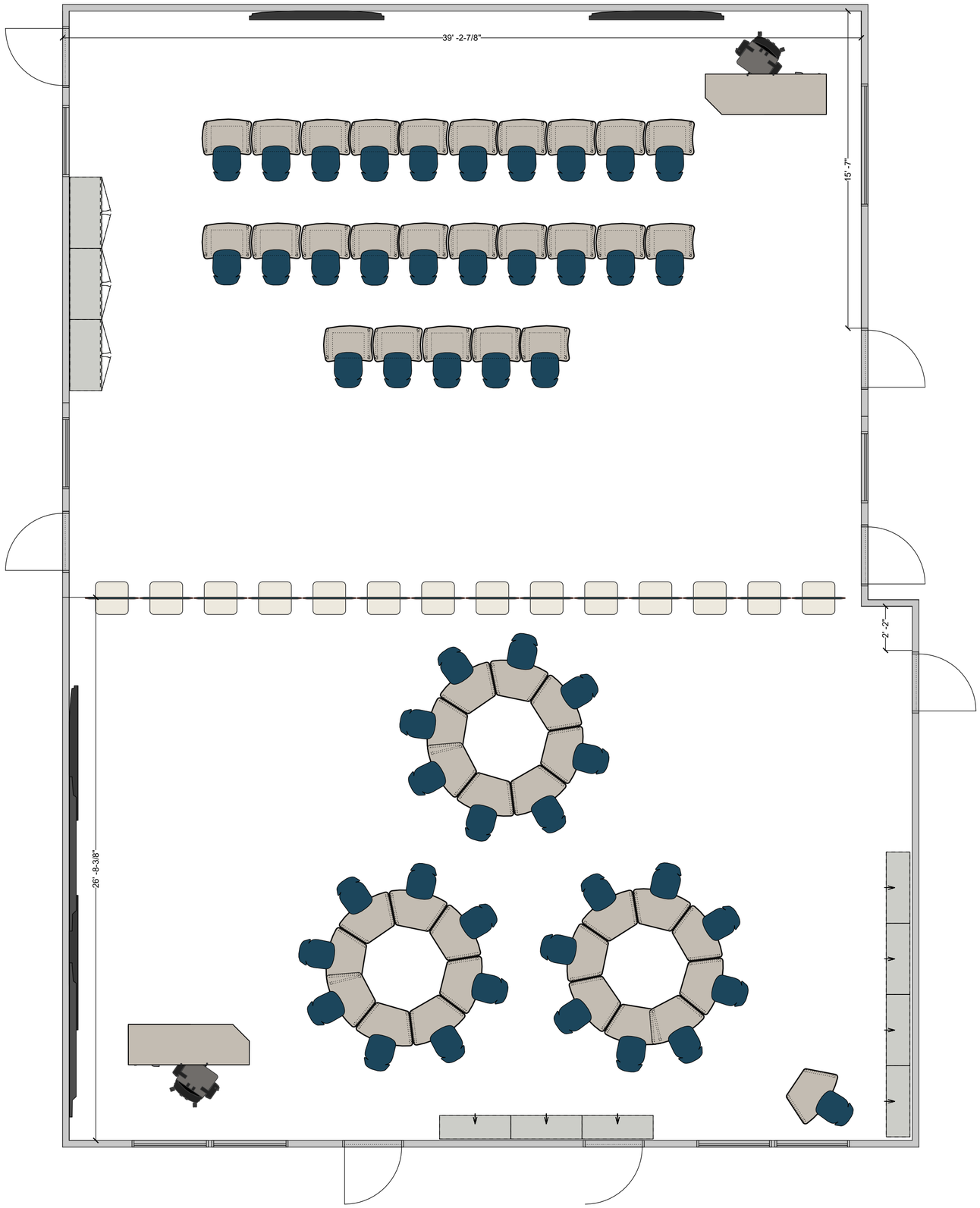
Client Name

Sheet Title

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Kristen Lewis
4/26/2024 1:28:45 PM







Class 5 & 6

Client Signature Date

CORE

7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711

P 559.297.6400

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RPC#: -----

scale:	1/4" = 1'-0"
drawn by:	date:
revised by:	date:

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Client Name

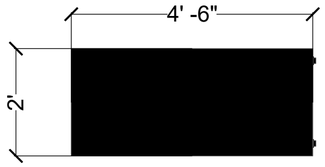
Client Name

Sheet Title

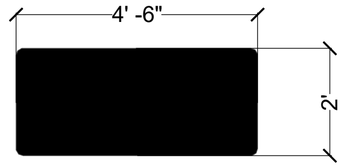
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Kevin Lewis
4/26/2024 12:26:47 PM



Option A



Option B





Science Room Table

Client Signature Date

CORE
7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711
P 559.297.6400
www.coreinteriors.com

RPC#: -----

scale:	1/4" = 1'-0"
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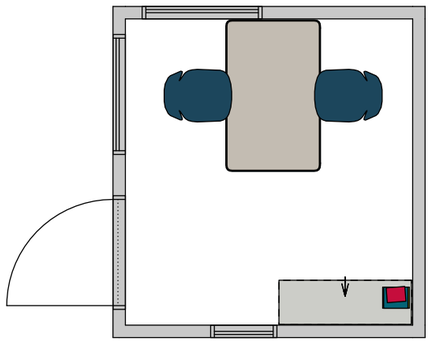
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Client Name
Client Name

Sheet Title

Sheet:
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College Tutor Office

CORE

7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711

P 559.297.6400

www.coreinteriors.com

RPC#: -----

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Client Name

Client Name

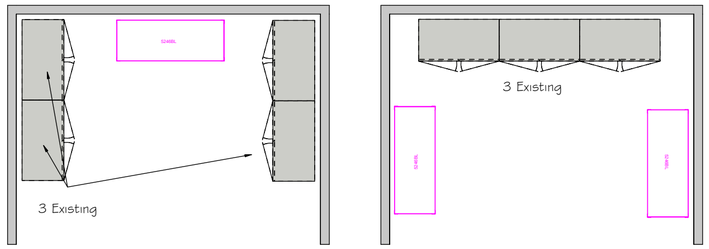
Sheet Title

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Client Signature

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Katie Leavell
4/26/2024 12:26:53 PM



Option A

Option B

Art Storage





Client Signature Date

CORE
7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711
P 559.297.6400
www.coreinteriors.com

RPC#: -----

scale:	1/4" = 1'-0"
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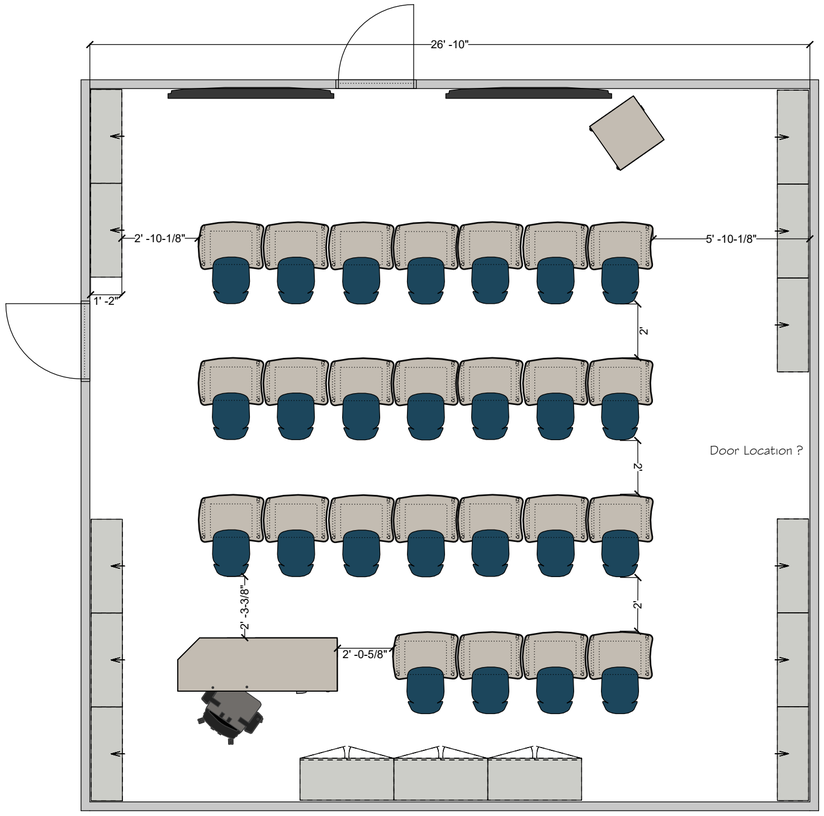
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Client Name
Client Name

Sheet Title

Sheet:
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Class 2

Client Signature Date

CORE

7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711

P 559.297.6400

www.coreinteriors.com

RPC#: -----

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Client Name

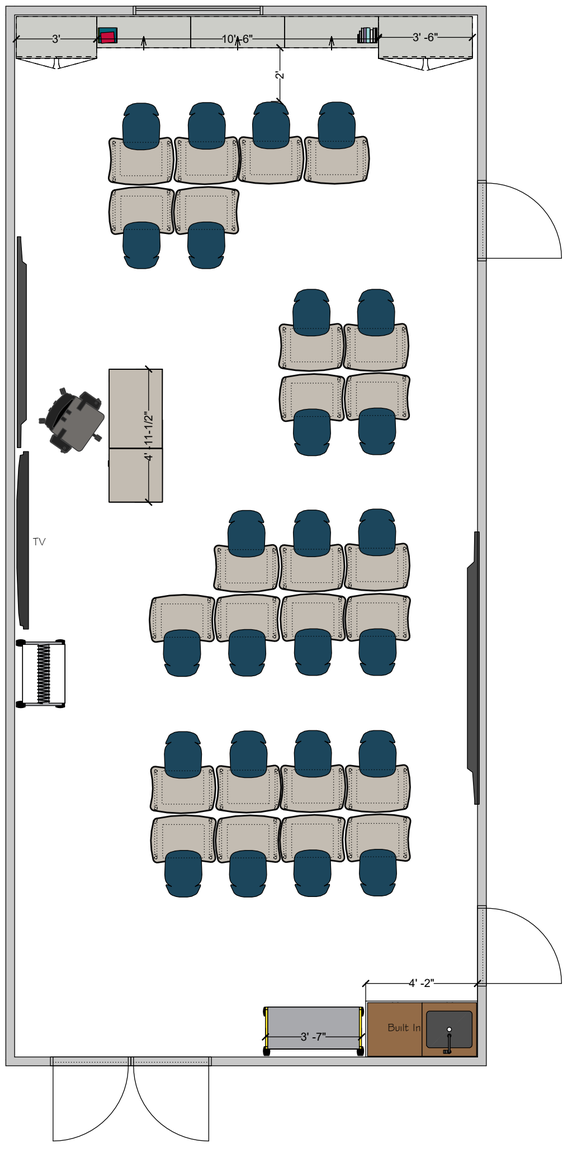
Client Name

Sheet Title

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Class 3

CORE

7761 N. Ingram Ave.
Suite # 109
Fresno, CA 93711

P 559.297.6400

www.coreinteriors.com

RPC#: -----

scale:	1/4" = 1'-0"
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Client Name

Client Name

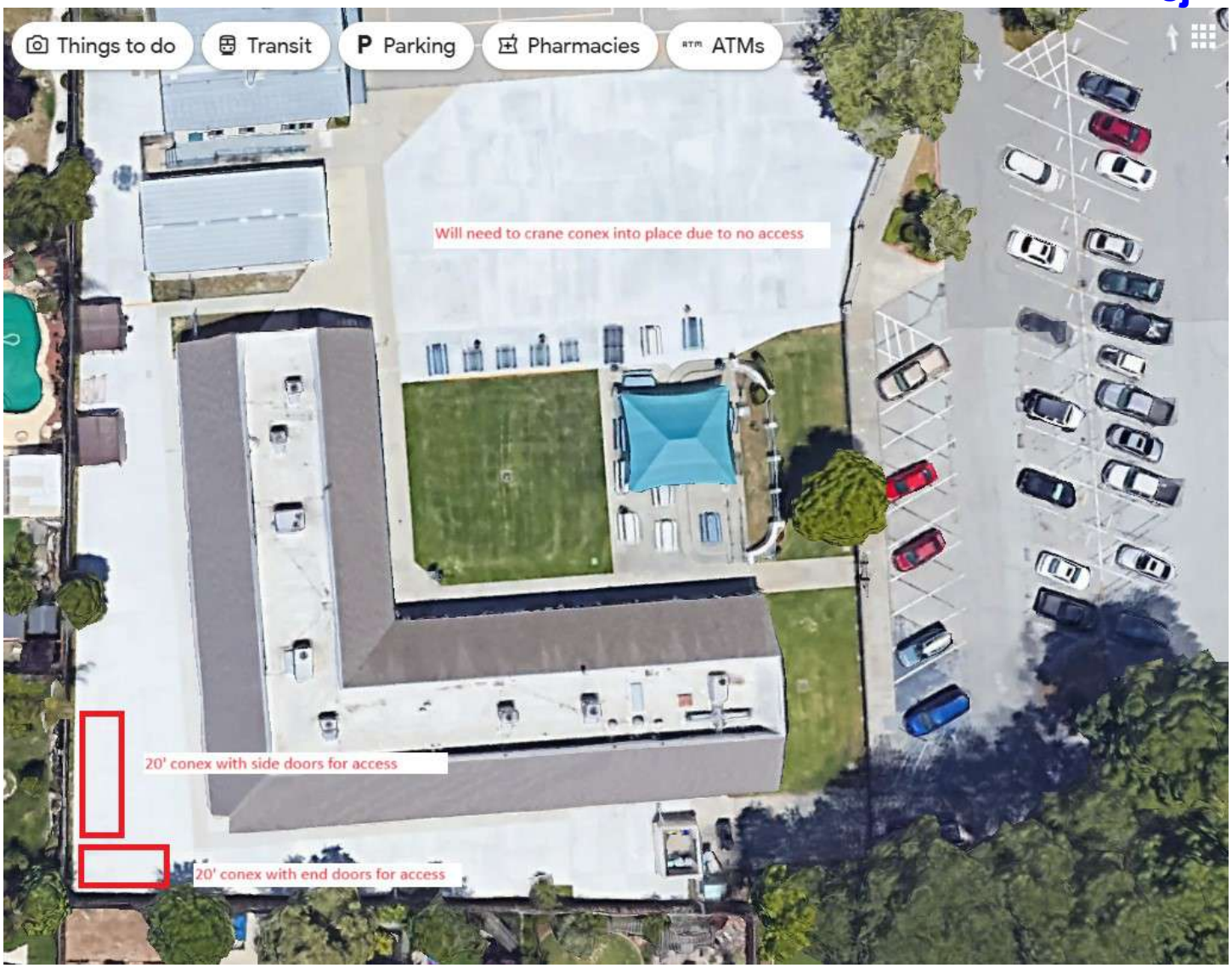
Sheet Title

Sheet:

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Client Signature Date

H:\Client Folders\CF-Folders\Otay Unified School District\CET\Otay USD.vwx
Kevin Lamb
4/26/2024 12:26:58 PM


Things to do
Transit
Parking
Pharmacies
ATMs
Will need to crane conex into place due to no access
20' conex with side doors for access
20' conex with end doors for access

6' H 1" Security Mesh Fence							
	23	L.F.	$385.49	Price per L.F.			
6' High 1" Galvanized 9 Gauge Chainlink (25')	1	EA	$261.00	$261.00			
2-7/8", Galvanized SCH 40 End and Corner, Posts 18'	3	EA	$97.26	$291.78			
1-5/8", Galvanized SCH 40 Top Rail, 21', =	6	EA	$43.67	$262.02			
Fuel Surcharge	1	EA	$100.00	$100.00			
Fittings and Fasteners	1	EA	$150.00	$150.00			
Base Plates	2	EA	$25.00	$50.00			
10" Dia. x 36" Deep Concrete Footings	6	EA	$22.00	$132.00			
Consumables	1	EA	$100.00	$100.00			
				$1,346.80			
20% Materials Profit				$269.36			
Equipment, Little Beaver				$500.00			
Field Labor, Core Drill, (2) EA. Dig Holes for Posts, Set Posts	0.5	DAYS	$5,400.00	$2,700.00			
Field Labor, Remove and Re-Install Existing Fence section	0.25	DAYS	$5,400.00	$1,350.00			
Field Labor, Install Top Rail and Bottom Rail	0.25	DAYS	$5,400.00	$1,350.00			
Field Labor, Install Chainlink	0.25	DAYS	$5,400.00	$1,350.00			
				$6,750.00			
	1.25						
			TOTAL	$8,866.16			
6' H x 36" W Galvanized Pedestrian Chain Link Gate	1	EA	$7,783.20	Price per Leaf			
42" High x 4'-0" Wide Galvanized Chain Link Sliding Gate to match Fence	3	LF	$75.00	$225.00			
Locinox Mammoth Hinges	1	EA.	$430.00	$430.00			
Von Duprin Panic Hardware w/ Lever and ICC	1	EA.	$2,456.00	$2,456.00			
20% Materials Profit	1	EA	$622.20	$622.20		$3,111.00	
Labor: Install Posts	0.25	DAYS	$5,400.00	$1,350.00			
Labor: Fabricate and Install Pedestrian Gate	0.5	DAYS	$5,400.00	$2,700.00			
				$7,783.20	Per Gate Leaf		

				$16,649.36	ALL IN		
6' H 2" Security Mesh Fence on Wall							
	30	L.F.	$180.00	Price per L.F.			
6' High 2" Galvanized 9 Gauge Chainlink (50')	1	EA	$228.00	$228.00			
2-7/8", Galvanized SCH 40 End and Corner, Posts 18'	1	EA	$97.26	$97.26			
2-3/8", Galvanized Structural End and Corner, Posts 18'	2	EA	$64.35	$128.70			
1-5/8", Galvanized SCH 40 Top and Bottom Rail, 21', =	2	EA	$43.67	$87.34			
Fuel Surcharge	1	EA	$100.00	$100.00			
Fittings and Fasteners	1	EA	$150.00	$150.00			
Base Plates	10	EA	$25.00	$250.00			
Wedge Anchors	1	EA	$450.00	$450.00			
Consumables	1	EA	$100.00	$100.00			
				$1,591.30			
20% Materials Profit				$318.26			
Field Labor, Install Baseplates to Wall, Weld Posts to Plates (5)	0.5	DAYS	$5,400.00	$2,700.00			
Field Labor, Install Top Rail and Bottom Rail	0.25	DAYS	$5,400.00	$1,350.00			
Field Labor, Install Chainlink	0.25	DAYS	$5,400.00	$1,350.00			
				$5,400.00			
	1						
			TOTAL	$7,309.56			

3Is

Matthew Woolman <matthew.woolman@gilroyunified.org>

South Valley Middle School Photo-Narrative Fire Prevention Inspection April 5, 2024 J Crick

1 message

Jonathan Crick <Jonathan.Crick@ci.gilroy.ca.us> Fri, Apr 5, 2024 at 11:11 AM
To: Aurelio Rodriguez <aurelio.rodriguez@gilroyunified.org>, Matthew Woolman <matthew.woolman@gilroyunified.org>
Cc: Isaias Lona <Isaias.Lona@ci.gilroy.ca.us>, Paul Nadeau <paul.nadeau@gilroyunified.org>

Hello,

Overall, there seems to be a gradual improvement every year regarding the number of items (reduction) noted on the annual fire prevention inspections. There are only three relatively minor correction items noted in the attached Adobe document.

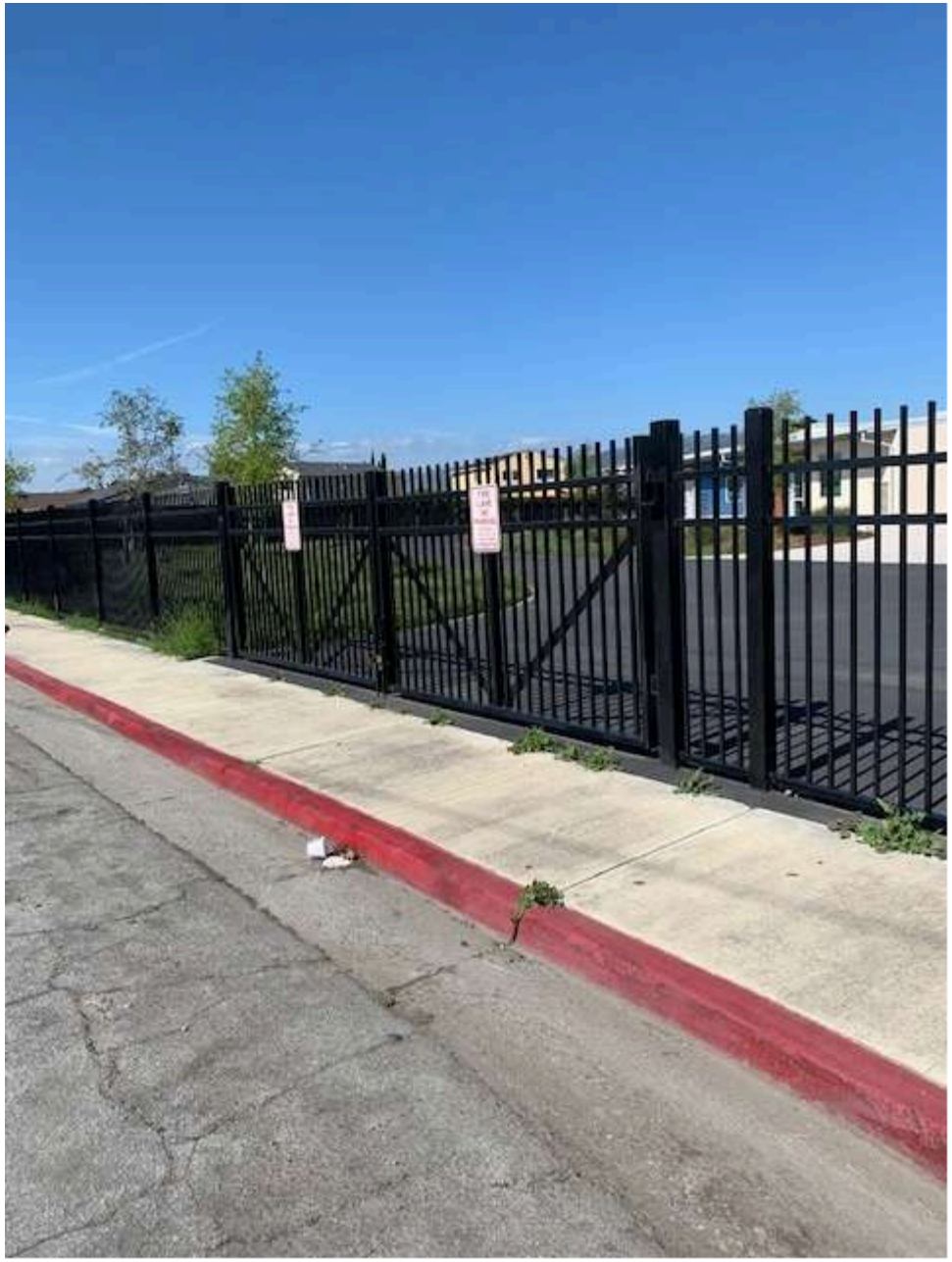
Thank you all for your cooperation and diligence to fire safety.

The attachment does not go into detail regarding emergency vehicle access from the perimeter through locked gates which have **existing curbs** (see photo below).

Isaias and I discussed this issue with curbs at perimeter access points this week; furthermore, during construction access review some years ago, I recall that the curb issue was discussed, but it appears that this was overlooked by the time of the DSA final inspection and was never addressed.

Please note, that due to the very heavy weight of fire engines and other fire apparatus vehicles, they **cannot** drive over much of anything except a smooth road. A fire engine driver will most likely not drive over a curb except in dire need.

Even speed humps, speed bumps, and other grade transitions can damage the vehicles' suspension system, (e.g. break springs, etc.). I have even heard of driver safety concerns when driving these large and top-heavy vehicles over uneven surfaces.



A possible short-term solution could be to provide some gradual ramps which would have to be approved by Fire Operations and not cause other issues.

The long-term solution would be to coordinate with the City of Gilroy Engineering Department to have these curb sections made into drivable driveway inlets/ramps.

Please review and consider this email, discuss possible solutions for the fire department access issue, and then get back to me regarding the proposed action plan.

Sincerely,

Jonathan Crick

Gilroy Deputy Fire Marshal

Fire Prevention/CUPA/Pretreatment

COMMUNITY DEVELOPMENT DEPARTMENT

Direct (408)846-0436 | jonathan.crick@cityofgilroy.org

Main (408)846-0451 | www.cityofgilroy.org

7351 Rosanna Street | Gilroy | CA 95020



The City of Gilroy has a NEW ONLINE PERMITS SOFTWARE: https://www.cityofgilroy.org/GOpermit

GO Permit's new online features for customers:

- Apply for Building, Planning, Engineering Encroachment, Fire, Hazmat and Pretreatment permits online,
- Track the progress of your application and plan review online, and
- Schedule and track inspections online.

South Valley Middle School Photo-Narrative Fire Prevention Inspection April 5 2024 J Crick.pdf
374K

Precision Concrete Cutting



I have been working with Precision Concrete Cutting for 9 years managing school districts, colleges and universities in Northern California and we are a small business located in Oakland, Ca. We are the global leader in sidewalk assessment management and have been servicing Northern California for over 18 years. We provide campus assessments following ADA guidelines and use patented cutting technology to repair trip hazards leaving ADA results every time.



Heather Jimison

Senior Business
Development Manager
Northern California

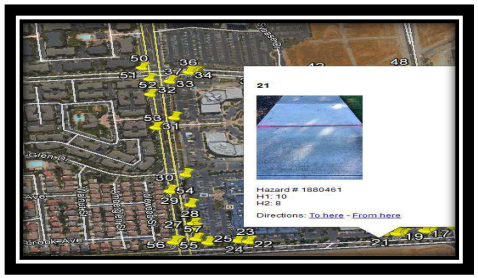
PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Precision Concrete Cutting

Leaders in Sidewalk Repair and Inspection

If you are asking yourself these questions we can help!

- Have we had our District assessed by a professional service in the last year including data, location, and pictures?
- What are we currently doing when someone reports a trip hazard? Do we spray paint the area? Enter in a workorder? Do we grind?
- How long does it take to repair a trip hazard after an incident occurs? 24 hours? A week? month?
- Are we following ADA guidelines of a ¼" and greater and OSHA regulations?
- Do we have a budget for sidewalk repairs?
- Do we have a Sidewalk Maintenance Program?





ADA NATIONAL NETWORK

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC: Who We Are

- Global Leader in Sidewalk Asset Management including the US, Canada and Europe
- Over 50 franchises that specialize in inspection services and quality sidewalk repair leaving ADA results
- 6 patents awarded by the US Patent and Trademark Office
- Servicing CA over 18 years providing excellent customer service



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Fast, Effective, Economical



- Pay only for the concrete removed
- Can repair concrete slab 3 or 4 times before having to replace it
- No heavy machinery or sidewalk closers
- Self-contained, no electricity outlet needed
- Repair off-sets up to 2 inches
- 70-90% cost savings
- OSHA Guidelines
- ADA Compliant

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Solution: PCC Saw Cutting

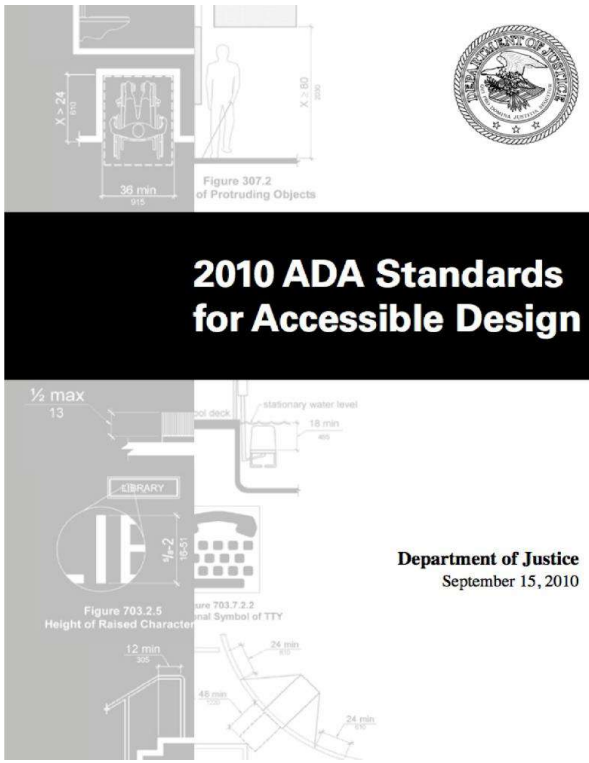


- Fast and efficient with the ability to repair 100 trip hazards in a day
- Eliminate tripping while also removing the liability
- No concrete damage-we don’t grind
- HEPA Filtration System for dust abatement – OSHA Regulations
- Environmentally friendly, we recycle
- Comprehensive reports to include GIS location mapping, hazard size, photo, and cost



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

2010 ADA Standards



Changes in Level

Excerpts from Department of Justice 2010 Standards:

303.2 Vertical Changes in level of 1/4 inch (6.4 mm) high maximum shall be permitted to be Vertical.

303.3 Beveled Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (13 Mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than 1/2 inch (13 mm) high shall be ramped, and shall Comply with 405 or 406.

A change in level of 1/2 inch (13 mm) is permitted to be 1/4 inch (6.4 mm) vertical plus 1/4 inch (6.4 mm) beveled. However, in no case may the combined change in level exceed 1/2 Inch (13 mm). Changes in level exceeding 1/2 inch (13 mm) must comply with 405 (Ramps) Or 406 (Curb Ramps).

405.2 Ramp Slope. Ramp runs shall have a running slope not steeper than 1:12. In existing sites, building and facilities, ramps shall be permitted to have running slopes steeper than 1:12 Complying with Table 405.2 where such slopes are necessary due to space limitations.

TECHNICAL CHAPTER 4: ACCESSIBLE ROUTES

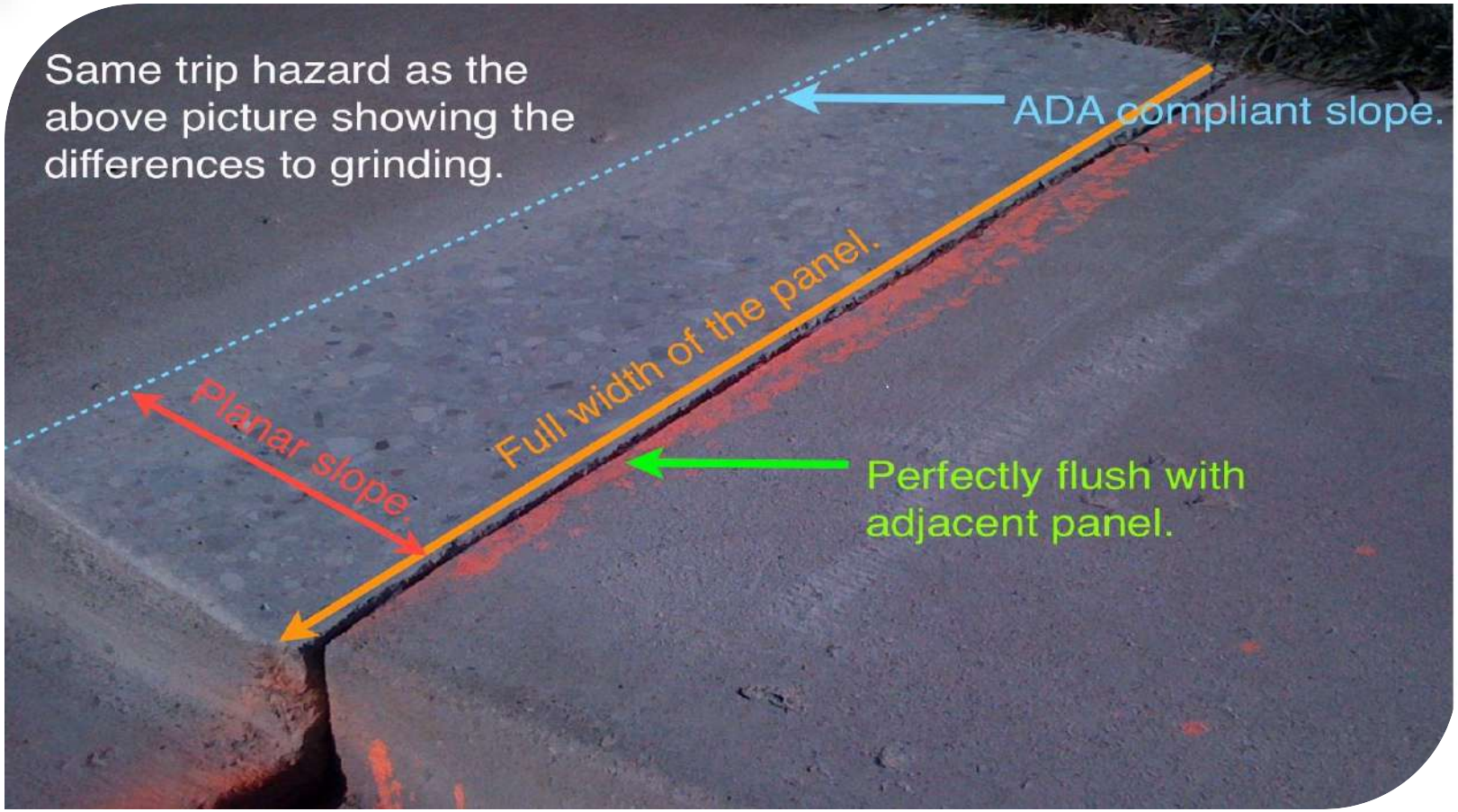
Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope[1]	Maximum Rise
Steeper than 1:10 but not steeper than 1:8	3 inches (75 mm)
Steeper than 1:12 but not steeper than 1:10	6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC: Superior Results



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Environmentally Safe

- Member of the U.S. Green Building Council (USGBC)
- Green Points
- As a result of our process, we reduce the impact to landfills and the environment
- Example:
  - Removing and replacing 100 panels results in approximately 56 tons of concrete being wasted
  - Using PCC 100 sidewalk repairs results in 0.3 tons of concrete removed and recycled

Water Savings

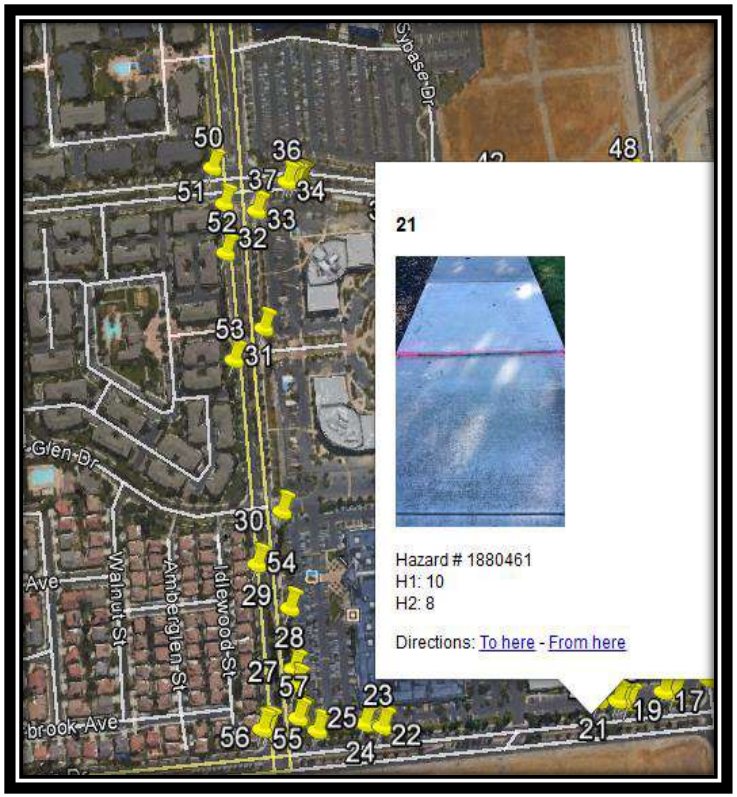
- DRY CUT process with HEPA filters/high-powered vacuums for dust abatement
- No water usage
- By using PCC to repair 1,500 panels, this will save 40,000 gallons of water





PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Inspection Services



- Complete assessment of campus following ADA guidelines of ¼” and greater.
- GIS compatible
- Map shows location of uneven sidewalk panels identified
- Includes photos (before and after) & measurements

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Inspection Services

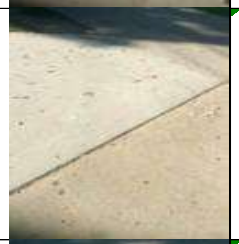
- Delivering data, you need to make critical decisions in real time
- Priced by campus size
- GIS compatible





PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Sample Detailed Report

3	5	3.5	WW at Auditorium: at bush by steps		$54.69
14	5	2	WW at Auditorium: bottom of ramp at bush LCUT		$56.25
31	5	7	WW at office: at pump at water box LCUT		$131.25
42	5	4.5	WW passed office: at bush OC		$70.31

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC Overview



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Precision Results



Before



After

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Precision Results



Before



After

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Precision Results



Before



After

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Precision Results



Before



After

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Precision Results



Before



After

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Terms and Conditions of Engagement and Authorization to Commence Work

The undersigned (the "Customer") hereby engages Precision Concrete Cutting ("PCC") and agrees to the terms and conditions set forth below. Despite PCC's reasonable efforts to locate trip hazards, errors and omissions may occur. As such, PCC does not represent or guarantee that it identifies or removes all requested trip hazards. In addition, PCC only performs certain trip hazard repairs. Among other things, PCC does not remove and replace sidewalk slabs (R&Rs) and does not repair certain ATTNs (e.g. utility boxes). Furthermore, to preserve clients' budget, PCC typically does not perform any repair at and around any sidewalk slabs that require to be replaced. Also, it is recognized that after completion of the contract, trip hazards may and frequently do continue to move naturally over time due to roots, ground settling or other causes. PCC is not responsible for movement or changes in the sidewalks and is not liable for any related claims, losses, damages, or liabilities thereto pertaining.

It is the Customer's responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be identified or repaired due to parked vehicles or other obstacles preventing safe and practical access. In this case, PCC will return one extra time to complete the repairs and will charge a fee of up to $250 per mobilization. Similarly, if repair work cannot be performed on any of the agreed upon working dates, PCC will charge a rescheduling fee of up to 10% of the contract value, except if PCC is provided with a 3+ business day notice or if due to weather conditions.

Pricing is valid for 90 days and is based on the volume of work represented in the proposal. If the sidewalk assessment is more than 12-month-old at the time of signature of the contract, there will be a 10% price increase allowance to provision for possible increases of trip hazard measurements. Should Customer decide to reduce the volume of work by more than 20%, a unit price increase of 10% may apply. Payment terms of invoices are 15 days unless otherwise stated. Contracts greater than $25,000 are invoiced monthly.

By signing below, I attest that I have read the above statements, understand them completely, and agree. I confirm that I am duly authorized to sign this agreement on behalf of the Customer. By my signature, PCC is approved to complete the work detailed in this proposal in accordance with PCC's schedule and pricing below and attached. Also, payment of PCC's invoice(s) will confirm that I have inspected PCC's work and that it was performed to my satisfaction.

Date: _____ **P.O.#:** _____

Signature Authorized Agent: _____

Print Name & Title: _____

Is it OK to perform work on Saturdays? **Yes** _____ / **No** _____

Is work on Saturdays required to ensure safety and avoid disruption? **Yes** _____ / **No** _____

REF #:	**2024.3.7.A.HJ**		**Precision Concrete Cutting**
DATE:	3/7/2024		CSLB #1032474
CUSTOMER:	Gilroy Unified School District		
C/O:	Gilroy Unified School Distri	Address:	417 Harrison St
CONTACT:	Matt Woolman		Oakland, CA 94607
ADDRESS:	7810 Arroyo Circle		
CITY / ZIP:	Gilroy, CA 95020	Website:	www.PCCnorcal.com
PHONE:	408-710-8480		
PROPERTY LOCATION:	MULTIPLE SITES	Contact:	Heather Jimison
		Email:	hjimison@PCCnorcal.com
TOTAL COST:	**$4,000.00**	Cell:	916-607-0447

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REF #	2024.3.7.A.HJ	**Precision Con**
CUSTOMER:	Gilroy Unified School District	CSLB #103247
C/O:	Gilroy Unified School District	
CONTACT:	Matt Woolman	
ADDRESS:	7810 Arroyo Circle	
CITY / ZIP:	Gilroy, CA 95020	
PHONE:	408-710-8480	Heather Jimis
PROPERTY LOCATION:	MULTIPLE SITES	hjimison@PC

SIDEWALK REPAIR DETAILED REPORT

Total Cost
$4,000.00

LEGEND: WW=Walkway SW=Sidewalk CSW=City Sidewalks DW=Driveway GB=Gutter Bed R&R=Remove and Replace (not repaired) ATTN=Attention (not repaired) GAP-M=Gap 1/2"-1" wide GAP-L=Gap 1"-2" wide OG=Old

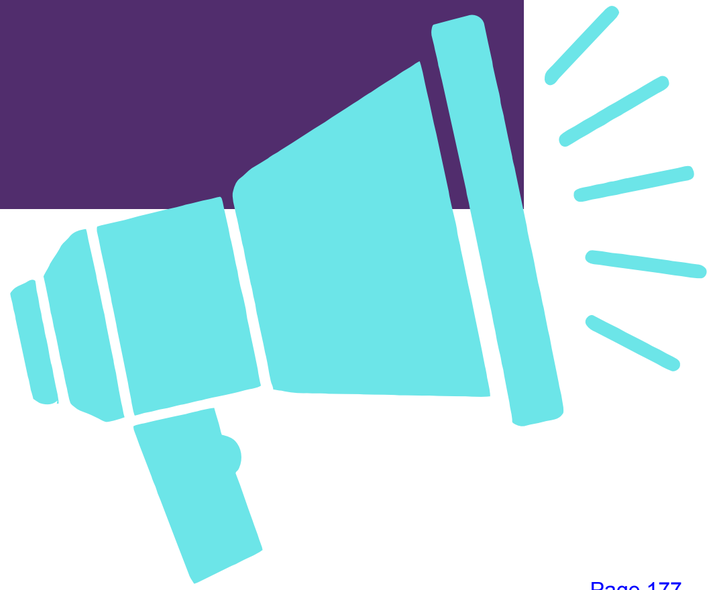
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No.	Max Ht. (1/8 of In.)	Min Ht. (1/8 of In.)	Length (Feet)	Description	Cost
1				El Roble Elementary School - 930 3rd Street, Gilroy, Ca 95020	$300.00
2				Eliot Elementary School - 475 Old Gilroy Street, Gilroy, Ca 95020	$300.00

No.	Max Ht. (1/8 of In.)	Min Ht. (1/8 of In.)	Length (Feet)	Description	Cost
3				Glen View Elementary School - 600 West 8 th Street, Gilroy, Ca 95020	$300.00
4				Las Animas Elementary School - 6550 Camin St, Gilroy, CA 95020	$300.00
5				Luigi Aprea Elementary School - 9225 c11 Del Rey, Gilroy, CA 95020	$300.00
6				Rod Kelley Elementary School - 8755 Kern Ave, Gilroy, CA 95020	$300.00

No.	Max Ht. (1/8 of In.)	Min Ht. (1/8 of In.)	Length (Feet)	Description	Cost
7				Rucker Elementary School - 325 Santa Clara Ave, Gilroy, CA 95020	$300.00
8				Ascencion Solorasano Middle School - 7121 Grenache Way, Gilroy, CA 95020	$500.00
9				Christopher High School - 850 Day Rd, Gilroy, CA 95020	$700.00
10				Gilroy High School - 750 W 10th St, Gilroy, CA 95020	$700.00

Mt. Madonna Student Leadership Group for Change



Community Solutions



Community Solutions

Our Solutions to Violence programs provide trauma-informed, survivor-centered and empowerment-based services to strengthen and support survivors of intimate partner abuse, sexual assault, and human trafficking.

Additionally we work create change through education, prevention, and community outreach services

Healthy Relationships Project

Teaching safe dating, healthy sexuality, and non-violent skills

ITWT Program with students at Mt. Madonna

Parent and Teacher workshops on talking with youth

Creating protective environments by addressing school safety

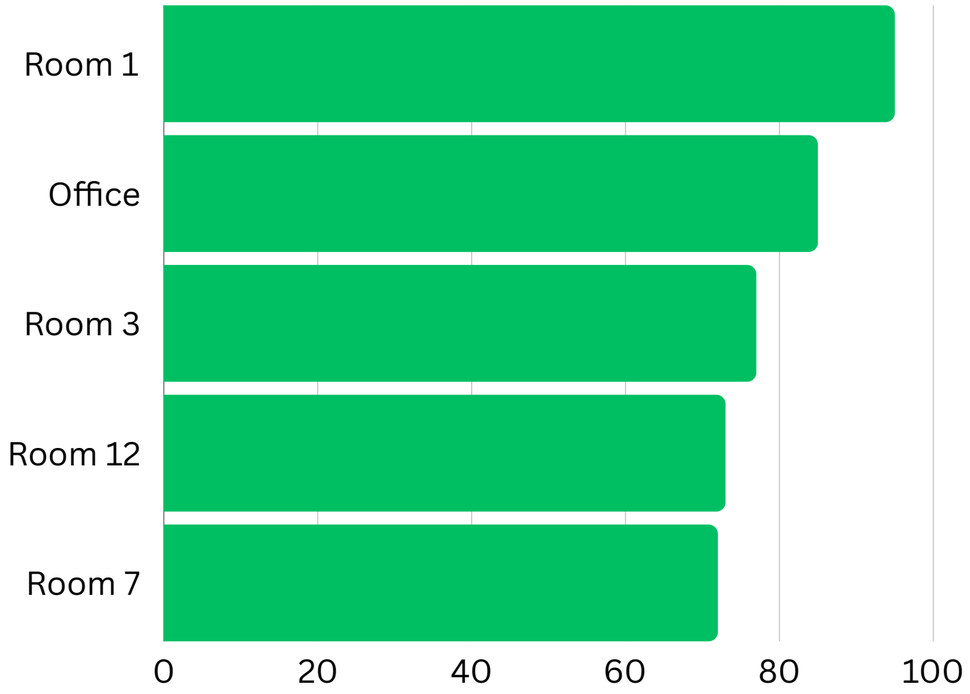
Conduct safe mapping and campus assessment

Identify and implement strategies to improve safety and connectedness

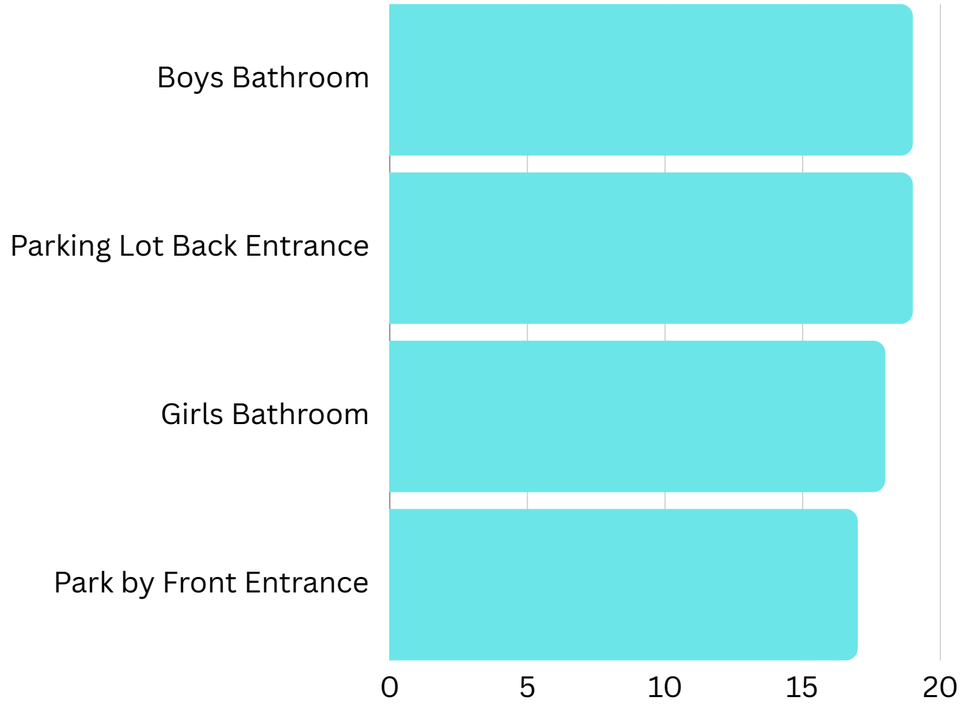
Summary: Mapping

In November of 2023, 141 surveys were collected including both staff and students from the campus. Of those, 23 were staff and 118 were student survey responses. Below are the coolest and hottest areas identified on campus:

Areas Identified that were the "COOLEST" on the campus from the Maps



Areas Identified that were the "HOTTEST" on the campus from the Maps



Summary: Discussion Groups

Community Solutions conducted a safety assessment where students identified where they felt safe/welcomed or unsafe/unwelcomed on campus. CS conducted three weekly meetings where students were invited to come in and provide feed back.

- Student concerns focused on feeling comfortable/welcomed around campus
- Having clean, adequate, and equal access to amenities
- Basic needs and resources

A separate conversation was held with staff

Community Solutions

Creating a Plan: Youth Action Committee

In March 2024, we began working with student volunteers to continue the discussion around healthy relationships, increasing safety on campus, and improving school culture.

- Students were able to then volunteer or opt-in to group. As we progressed through the semester students took on the responsibility of identifying ways they can improve their campus climate.
- The group met 3 times in March
- In relation to safety, students wanted to feel enthusiastic and comfortable coming to school.

Community Solutions

Creating a Plan: Youth Action Committee

Thank you to our youth who were a part of making this possible!

Matthew Gomez
Genesis Aguirre
Dasia Caspary
Janessa Negrete
Davian Garza
Trevor Kaclovich
Mia Villanueva
Olivia Garcia
Maria Padilla
Jorge Martinez
Dylan Dew
Lizet Robles
Krissy Deleon
David Lopez
Roselyn Gonzalez
Angel Aguon
Elijah
Monse Salgado
Nereida Cortez
Amelia
Cassandra
Damien Sanchez
Leo Padilla

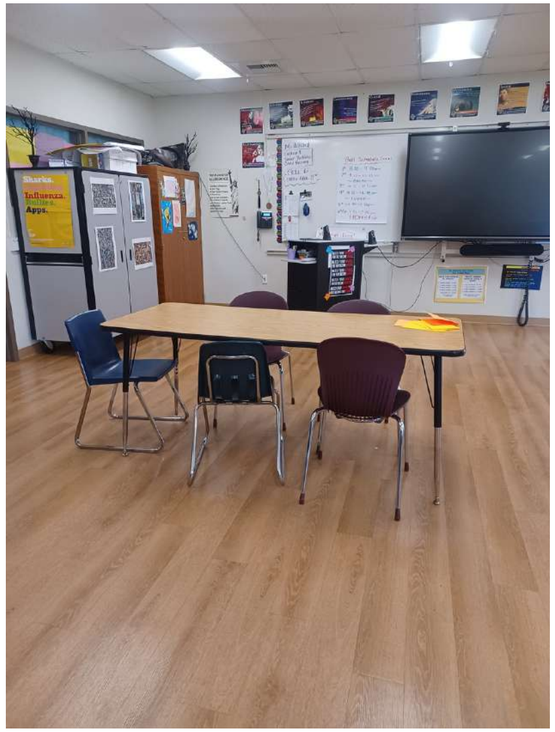
Presenters:

Matthew Gomez
Genesis Aguirre
Dasia Caspary

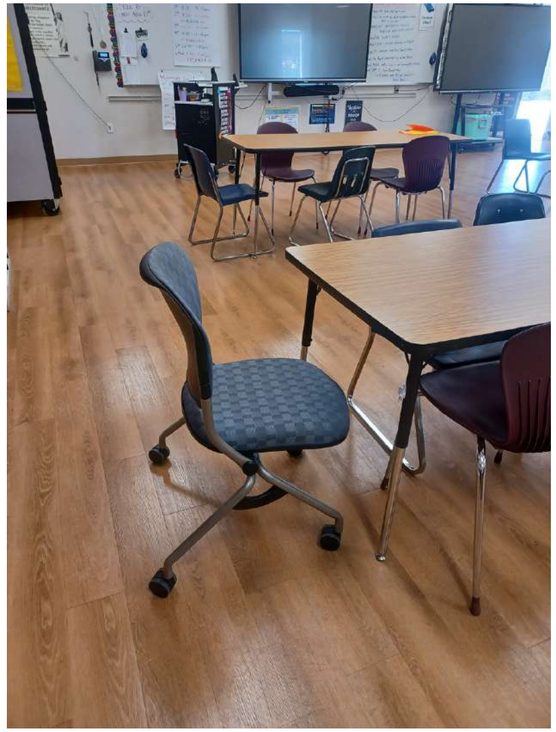
Community Solutions

New Desks and Chairs

- Increase student comfort at school
  - Group/communal seating to increase collaboration
  - Many of the current chairs are too small which can make students feel insecure





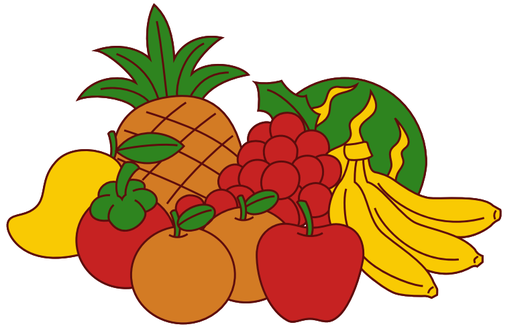


Better Food

- Having better quality food and more fresh food options will help students focus during school and encourage school attendance
  - More fresh fruit and vegetable options
  - Enough food for all students
    - Quality is not consistent
      - Bread is stale
      - Recipes/taste change?







Other Suggestions:

- Dessert Friday/Food Parties – motivate students
- Vending Machine or leadership students selling food

3

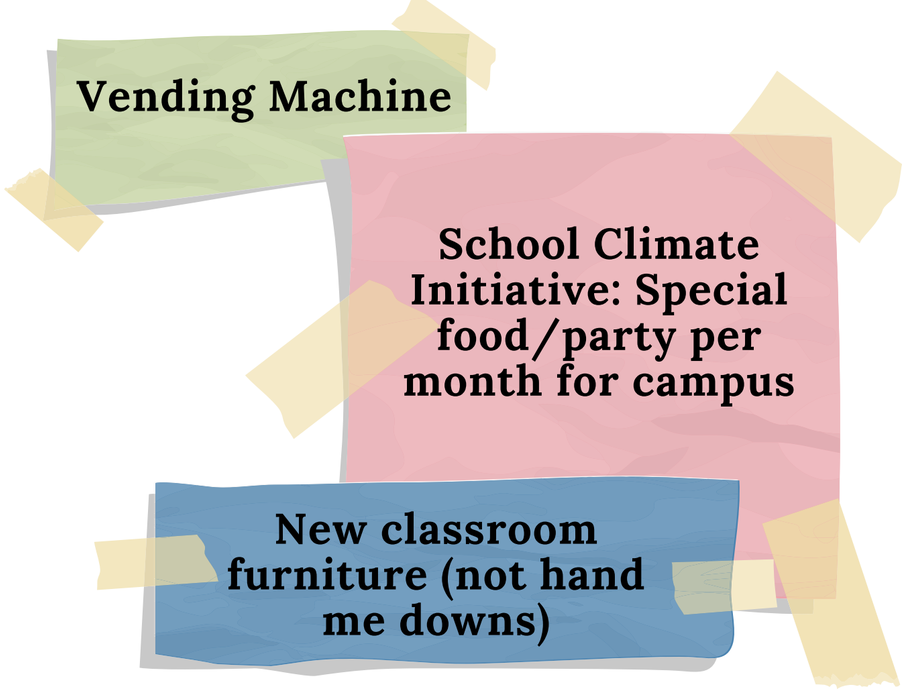
Improve Physical Campus

Current campus is uninviting and unwelcoming

- More shade (canopies, trees)
- More greenery (gardens, flowers)
- Benches with umbrellas
- Decorate fence (art, plants, mural)
- Repave/repaint the basketball court



Top Teacher Suggestions



- Multipurpose rooms/wellness center
  - For activities and assemblies
  - Include lounge feel
  - Couches, games, comfy
- Welcome sign in front/marquee
- Campus Improvement
  - Concerned of increased heat without grass
  - Need for umbrellas/shade
  - Maybe exploring adding back trees or leaving some grass
  - Repave basketball court
    - Think about redoing b-ball backboards
    - Handball court
    - Volleyball lines/polls

Community Solutions

Thank you!

Any Questions?



3o

Matthew Woolman <matthew.woolman@gilroyunified.org>

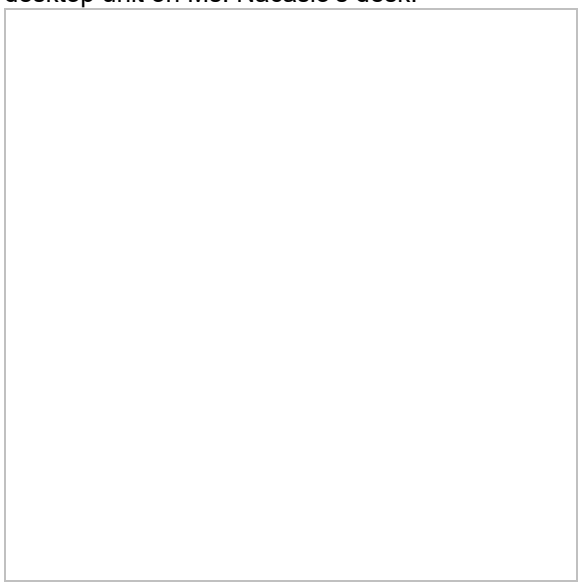
Work Order

9 messages

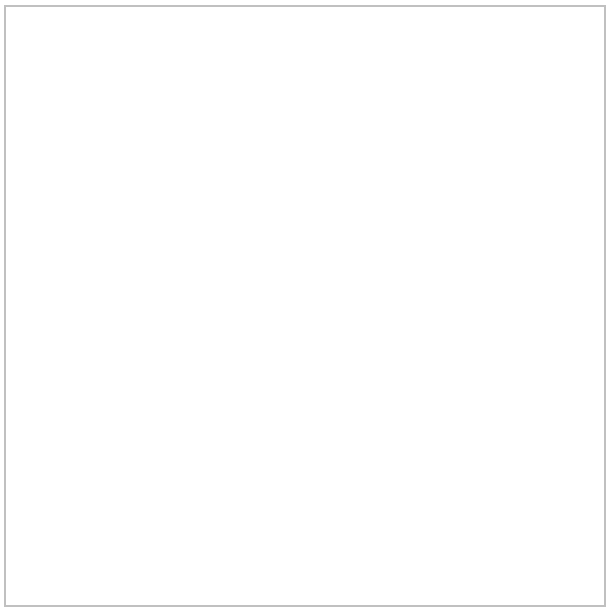
Melanie Gularte <melanie.gularte@gilroyunified.org> Tue, Apr 16, 2024 at 11:11 AM
To: Matthew Woolman <matthew.woolman@gilroyunified.org>, Natasha Perales <natasha.perales@gilroyunified.org>

A work order was placed by Monica Nacasio in Ed Services regarding a safety/workers comp issue. The cubicle wall between Monica and Dorien is not stable enough to make the needed ergonomic adjustments to the employees desks. I am sending the below notes and pictures from the insurance risk management team, so you will have the information needed for this work order request. Please let me know if you have any questions. Thank you!

Reconfigure the aisle leg to reach the ground to provide the necessary support to withstand the weight of a sit/stand desktop unit on Ms. Nacasio's desk.



Lower Ms. Koene’s desk to the standard height and add the support leg to support the weight of her sit/stand desktop unit.



Melanie Gularte
Personnel Technician, Human Resources
Gilroy Unified School District
p: 669.205.4009 | f: 408.842.1158



image001.jpg
31K

Natasha Perales <natasha.perales@gilroyunified.org> Tue, Apr 16, 2024 at 11:51 AM
To: Melanie Gularte <melanie.gularte@gilroyunified.org>
Cc: Matthew Woolman <matthew.woolman@gilroyunified.org>

I'm pretty sure Manuel has this work order from yesterday.

Natasha Perales, Office Coordinator
669-205-7940 | natasha.perales@gilroyunified.org
Maint Coordinator | **Gilroy Unified School District**
220 Swanston Lane, Gilroy, CA 95020 | gilroyunified.org

[Quoted text hidden]

Melanie Gularte <melanie.gularte@gilroyunified.org> Wed, Apr 17, 2024 at 3:59 PM
To: Matthew Woolman <matthew.woolman@gilroyunified.org>
Cc: Paul Winslow <paul.winslow@gilroyunified.org>

Hi Matt,

The maintenance crew came to the District Office today to assess the desk situation in Ed Services for Monica and Dorien. What I have been told is the plan would be to use legs from a different cubicle/desk to repair Monica and Dorien's. I am not sure this is an option because the cubicles rely on the structure of the desks to be sturdy, and removing legs from a different section may create problems in other employee cubicles. Would you be able to stop in and take a look at this with me?

Thank you,

Melanie Gularte
Personnel Technician, Human Resources
Gilroy Unified School District
p: 669.205.4009 | f: 408.842.1158

On Tue, Apr 16, 2024 at 11:11 AM Melanie Gularte <melanie.gularte@gilroyunified.org> wrote:
[Quoted text hidden]

Matthew Woolman <matthew.woolman@gilroyunified.org> Wed, Apr 17, 2024 at 5:25 PM
To: Melanie Gularte <melanie.gularte@gilroyunified.org>
Cc: Paul Winslow <paul.winslow@gilroyunified.org>

Hey Melanie,

I am sorry Natasha told me to call you and I got busy and spaced it.
Yes absolutely, will Friday be ok or do you need tomorrow?

Thanks

Matt Woolman
Director of Facilities, Operations & Maintenance
Gilroy Unified School District
220 Swanston Lane
Gilroy, CA 95020
Matthew.Woolman@gilroyunified.org
(669) 205-7940 Office
(408) 710-8480 Cell
[Quoted text hidden]

Paul Winslow <paul.winslow@gilroyunified.org> Wed, Apr 17, 2024 at 5:30 PM
To: Matthew Woolman <matthew.woolman@gilroyunified.org>
Cc: Melanie Gularte <melanie.gularte@gilroyunified.org>

If you could do tomorrow that would be great. It is a safety issue.
[Quoted text hidden]

Matthew Woolman <matthew.woolman@gilroyunified.org> Wed, Apr 17, 2024 at 5:33 PM
To: Paul Winslow <paul.winslow@gilroyunified.org>
Cc: Melanie Gularte <melanie.gularte@gilroyunified.org>

Sounds good

Thanks

Matt Woolman
Director of Facilities, Operations & Maintenance
Gilroy Unified School District
220 Swanston Lane
Gilroy, CA 95020
Matthew.Woolman@gilroyunified.org
(669) 205-7940 Office
(408) 710-8480 Cell
[Quoted text hidden]

Melanie Gularte <melanie.gularte@gilroyunified.org> Fri, Apr 19, 2024 at 10:27 AM
To: Matthew Woolman <matthew.woolman@gilroyunified.org>

Hi Matt,

Manuel was out at DO this morning. He added taller legs to the cubicle for Dorien and Monica. I contacted Manuel to ask where he found the legs, he explained that they exchanged the short legs (25 inch) from Dorien and Monica's desk with the legs (28 inch) from the Pantry cubicle. They also lowered the Pantry desk to accommodate the shorter legs.

Dorien's desk was lowered a little too far and Dorien can hit her knees on hardware underneath, so Manuel will be out again on Monday to raise the desk to a bracket just above Monica's.

As we discussed yesterday, we need to look at this cubicle issue further. With the changes made today, Dorien's current sit/stand unit is causing the desk to bow, and we still have the outer cubicle wall that is unstable.

Thanks for your assistance with this.

Melanie Gularte
Personnel Technician, Human Resources
Gilroy Unified School District
p: 669.205.4009 | f: 408.842.1158









3p

Matthew Woolman <matthew.woolman@gilroyunified.org>

Fwd: Your Electronic Receipt

Matthew Woolman <matthew.woolman@gilroyunified.org> Thu, May 2, 2024 at 2:08 PM
To: Manuel Delgado <manuel.delgado@gilroyunified.org>

Manuel,

This will need to be approved by FSC. I will put this on the agenda for next Friday and will let you know what their response is. Can you please send me the building and room number so I can include it in my request?

Moving forward, all tinting / window film needs to be approved by FSC prior to installation. The process of having the site submit a work order also helps keep things like this from happening by allowing Natasha the ability to intercept the work order if additional approval is needed.

On Thu, May 2, 2024 at 1:37 PM Manuel Delgado <manuel.delgado@gilroyunified.org> wrote:

> Matt, I was approached by office staff while I was completing a work order to address issues with the broken blinds. They asked if I could remove the blinds and we discussed putting a film instead of new blinds. I will make a work order asap. The film was $24.98


NO STUDENTS
BEYOND
THIS POINT





On Thu, May 2, 2024 at 12:33 PM Matthew Woolman <matthew.woolman@gilroyunified.org> wrote:

> Hi Manuel,

Can you please give me the details on this window film you purchased from home depot on 5.1.2024?
Work order #
Site:
Location of installation:

Your receipt noted Eliot but I did not see a work order for it. Also all window film needs to be approved by Alvaro because the current direction from FSC is no window tinting.

---------- Forwarded message ---------
From: **Leeanna Hammer** <leeanna.hammer@gilroyunified.org>
Date: Wed, May 1, 2024 at 11:22 AM
Subject: Fwd: Your Electronic Receipt
To: Matthew Woolman <matthew.woolman@gilroyunified.org>, Natasha Perales <natasha.perales@gilroyunified.org>

---------- Forwarded message ---------
From: **The Home Depot** <HomeDepot@order.homedepot.com>
Date: Wed, May 1, 2024 at 11:13 AM
Subject: Your Electronic Receipt
To: <leeanna.hammer@gilroyunified.org>

Thank you for your recent transaction at The Home Depot. We have provided a digital copy of your receipt below for your convenience. We look forward to seeing you again soon.

How doers get more done.

8850 SAN YSIDRO AVENUE GILROY, CA 95020

STORE MANAGER - MARIO SANTOYO

6677 00052 50154 05/01/24 11:10 AM

SALE CASHIER VERONICA

038902058935 1LB. SCREW <A> 12.97

EB LATH SELF-DRILLING 8X3/4

038902299901 158DMB1 <A> 11.47

DECKMATE III, BLACK, 1-5/8 IN, 1 LB

045162501217 FILM APP KIT <A> 16.98

COMPLETE WINDOW FILM APPLICATION KIT

664393001343 RICEPFILM <A> 24.98

24"X36" RICE PAPER DECO WINDOW FILM

NLP Savings $10.00

038902058386 1LB. SCREW <A> 12.27

EB LATH SHARP POINT 8X3/4

SUBTOTAL 78.67

SALES TAX 7.18

TOTAL $85.85

XXXXXXXXXXXX8898 HOME DEPOT

USD$ 85.85

AUTH CODE 001397/5524885 TA

GILROY UNIFIED SCHOOL

Quote #
WQ 360792

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is **required** to process order.

BELSON OUTDOORS
627 Amersale Drive
Naperville, IL. 60563
sales@belson.com
Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

QUOTE #
WQ 360792
Expires 5/31/2024

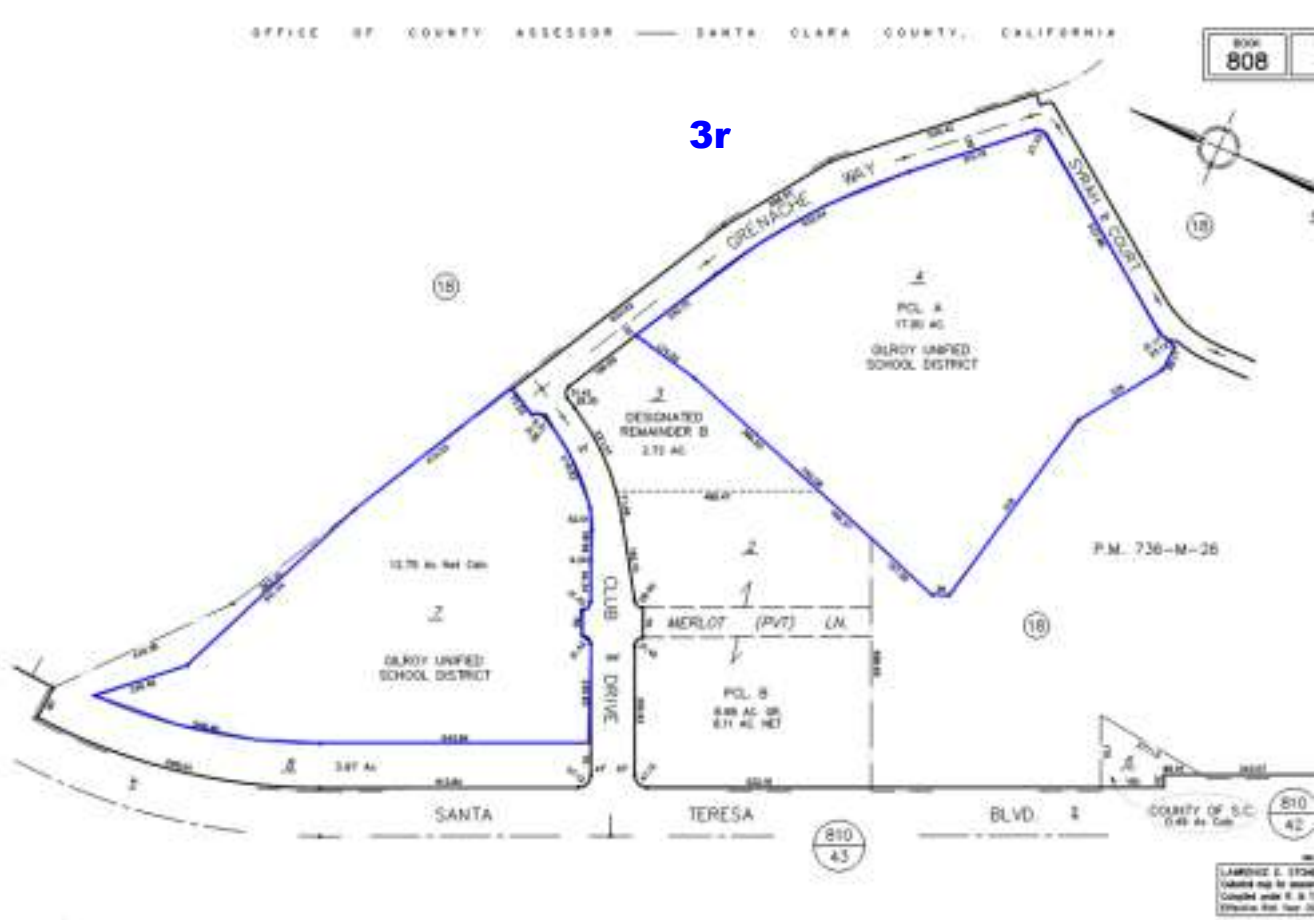
Model #	Description	Lbs	Quantity	Unit Price	Unit Total
238-P8	8' Extra Heavy Duty Table, Perforated Black Top/Seats Powder-Coated | Black Frame Qualifies for free shipping Discount Applied	289	24	$1,539.00	$36,936.00
	Subtotal	6,936		Subtotal	$36,936.00
				9.1250% Tax	$3,370.41
Customer Order Confirmation is required to process order.				Freight - S&H	$0.00
Your Order will not be shipped without your "Order Confirmation"				Grand Total	$40,306.41

Bill To:		Ship To:	
First/Last Name	Natasha Perales		
Company	GUSD	Ship To	GUSD
Address 1	220 Swanston Lane	Address 1	220 Swanston Lane
Address 2		Address 2	
City	Gilroy	City	Gilroy
State	CA	State	CA
Zip Code	95020	Zip Code	95020
Country	USA	Country	USA
Phone	6692057940	Phone	
Fax		Contact	Matt
Email	natasha.perales@gilroyunified.org	Email	natasha.perales@gilroyunified.org

SOLORSANO MIDDLE SCHOOL & CLUB DRIVE

APN 808-43-0004 – GUSD Property
Includes entire ASM campus

APN 808-43-0004 – GUSD Property
Includes Club Drive open space, currently used for fill dirt from modernization projects which helps meet our environmental encapsulation requirement.



ESTIMATE

Green Goat Landscapers, LLC
957 Lewis Street
Santa Clara, CA 95050

greengoatlandscapers@gmail.com
408-427-5945

Matt Woolman

Bill to
Matt Woolman
7121 Grenache Way
Gilroy
Ca
95020

Ship to
Matt Woolman
7121 Grenache Way
Gilroy
Ca
95020

Estimate details
Estimate no.: 1450
Estimate date: 05/03/2024

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.		**Goat Grazing Services**	# of Acres: 13 Approx # of Goats: 300 Estimated # of days: 10-15 Water on-site: Yes Electricity on-site: Yes Guardian Dog on-site: Yes Shepherd & Trailer on-site: Yes Completion of grazing is determined by at least 80% of palpable vegetation grazed upon, leaving a 2-4” ground cover. Anything beyond (the above) is upon the discretion of GGL. Upon completion and acceptance of the project, Green Goat Landscapers will not be responsible for any vegetation that may germinate, regrow, or may not had been consumed by the goats during that calendar year or subsequent years. All additional vegetation management will be considered a new project. In the case the client wishes to have the goats graze longer, supplemental feed is required in order to not stress the goats. Supplemental feed is an additional cost and is determined on a case-by-case basis. Payment: Full Payment upon the delivery of goats.3		13	$1,400.00	$18,200.00

Total	**$18,200.00**

Note to customer

Thank you for your business.

QOVO SOLUTIONS INC.

We have prepared a quote for you

GUSD - Rucker Elementary Quad Camera Swap

Quote # 005829
Version 2

Prepared for:

Gilroy Unified School District

Alvaro Meza
alvaro.meza@gilroyunified.org

- *WIRELESS*
- *MANAGED SERVICES*
- *VIDEO SURVEILLANCE*

Tuesday, April 02, 2024

Gilroy Unified School District
Alvaro Meza
7810 Arroyo Circle
Gilroy, CA 95020
alvaro.meza@gilroyunified.org

Dear Alvaro,

We are thrilled to present this comprehensive proposal. At QOVO, we firmly believe that our customers are the driving force behind our success, and we take immense pride in serving their needs.

Outlined below is the scope of our proposal:

1. **Installation of Verkada Quad Security Camera:** This proposal includes the installation of one Verkada quad camera and moving of an existing dome at GUSD - Rucker Elementary, as requested by Aurelio Rodriguez. Our team will handle the complete setup process, from mounting and configuring the cameras to installing the necessary conduit, wire mold, and mounts. Please refer to the attached map to provide a visual representation of the camera locations and coverage.
    1. **Scope of Work:** This quote contains the installation of a Verkada quad in the same location as an existing dome. This quad will be moved to the corner and the existing cable opening will get a junction box that will connect to the corner. The existing dome will be moved to the building near the basketball courts to get coverage of them. A PoE injector is also scoped in this quote to ensure power to the multi sensor. Exact placement for the basketball dome can either be determined by the location of the pulled cable or the best place to mount from our installers.
2. **Client Responsibilities**: GUSD will be responsible for providing QOVO Solutions with network switch ports to ensure seamless integration of the security cameras into your existing network infrastructure. We will collaborate closely with your IT department to facilitate a smooth and efficient installation process. GUSD will also be responsible for pulling Cat6 cable to the new location covering the basketball courts with at least 5 feet of slack. GUSD will also be providing an arm mount and pendant cap that is left over from another job.
3. **Training and Support:** We understand the significance of equipping your staff with the knowledge and skills to utilize the security system effectively. Our proposal includes comprehensive training sessions for your designated personnel. Our training program will cover essential topics such as camera operation, software navigation, and basic troubleshooting. We aim to empower your team to leverage the full potential of the security system's features and functionalities.

As an approved CMAS vendor, QOVO Solutions, Inc. offers CMAS-approved hardware and services. All pricing will be at the agreed CMAS rates, ensuring cost-effectiveness and transparency.

We appreciate the opportunity to present this proposal and demonstrate our commitment to meeting your security needs. QOVO Solutions, Inc. looks forward to delivering a cutting-edge security solution backed by our expertise, professionalism, and dedication to customer satisfaction

Please do not hesitate to contact us if you have any questions or require further clarification.

Sincerely,

All work products included in this proposal and any related documents, diagrams, or communications are confidential and are considered the work product of QOVO Solutions, Inc, as such that cannot be distributed outside of the intended organization without the explicit approval of the executive management team at QOVO Solutions, Inc. Any use of our work product will result in an immediate reimbursement to QOVO Solutions, Inc. of no less than $3,500.00 and not to exceed $10,000.00.

Unless otherwise specified in this proposal, the labor and services included in the proposal are not proposed at a prevailing wage rate. In the event the project is subject to prevailing wage or public work guidelines, then it is incumbent on the awarding body to provide the prevailing wage determination and DIR numbers per state and federal guidelines.

Colton Donner
Sales Associate
Headquarters

VERKADA CAMERA HARDWARE

Line#	Qty	Description	
1.1	1	CH52-1TBE-HW 	**Verkada 20MP Multi sensor quad camera 30-Day** Verkada 20MP Multi sensor quad camera 30-Dday
1.2	1	ACC-MNT-CORNER-1	**Verkada Corner Mount Kit** Verkada Corner Mount Kit
1.3	1	Misc Material 	**Velcro, zip ties, pulling lubricant, string, chains, j-hooks, rod hanger, threaded rod , unistrut, screws, consumables**
1.4	1	ACC-POE-60W 	**PoE++ (802.3bt-2018) Injector, GigE** PoE++ (802.3bt-2018) Injector, GigE

Subtotal: **$2,932.60**

Estimated Tax: **$256.19**

VERKADA LICENSING & MFR. SUPPORT

Line#	Qty	Description	
2.1	1	LIC-CH52-5Y 	**Verkada 5–Year Multisensor Camera License**

Subtotal: **$1,889.30**

QOVO PROFESSIONAL SERVICES HOURLY

Line#	Qty	Description	
3.1	1	PS-MGMT 	**QOVO Solutions Project management** Project management

QOVO PROFESSIONAL SERVICES HOURLY

Line#	Qty	Description	
3.2	1	PS-TRIP 	**Truck roll and gas** Costs for travel expenses of the Network specialist.
3.3	1	PS-CAM-HR  	**Camera Intstallation work** **Wiring** · Pulling a CAT network cable for camera from MDF to IDF to end device, up to 330ft · This includes hanging with j-Hooks and mounting cable above drop tile ceiling · Install wire paths (hooks) · Termination of cable ends into Keystones/RJ45 · Patch cords run from patch panel to network switch · Clean and tidy cable dressings and fixings (zip ties, Velcro, Tape) · Penetrate interior wall or ceilings · Run Wire above ceiling tile or crawl space or open ceilings or trough single open bay · Install fire caulk and proper penetration on fire rated walls · Test wire · Punch down cable into client provided patch panel · Wire concealment · Documentation (port, patch panel, switch) · Labeling **Mounting and Configuration** · Mounting of cameras · Mounting of arm mounts, L-brackets, etc · Adjust camera to desired FOV · Cross referenced camera information into Airtable (Serial Number, and Location) · Weatherproofing · Camera naming in Dashboard · Camera dashboard configuration, naming, mapping, and assignment

Subtotal: **$2,405.00**

SHIPPING

Line#	Qty	Description	
4.1	1	UPS-GROUND	**UPS Ground** Estimated shipping UPS Ground

Subtotal: **$50.00**

NOTES

Line#	Qty	Description	
5.1	1	Note	**Terms and Conditions Taxes, shipping, handling and other fee** Terms and Conditions Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All orders paid by Credit Card will incur and 3% handling and convenience fee.
5.2	1	Note	Please note that the proposed system needs to have a Basic High Speed Internet to configure, control to be functional. This allows for remote monitoring and visibility to the camera system. The cloud model is to remove the need for a local DVR/Machine that draws power and requires maintenance and updates. The High Speed internet can be shared with other facility uses such as Access Control Systems and other shared services.
5.3	1	Note	Pricing in this proposal is based on the proposed quantity and scope of work. In the event that the proposed quantities change the proposed pricing will be adjusted to reflect the revised quantities and scope of work. Discounts in this proposal as based on the proposed hardware and licensing quantities. QOVO retains the right to adjust discounts as quantities on hardware and licensing items change.
5.4	1	Exclusion	Qovo Solutions Inc is not providing high speed internet or managed services unless otherwise noted with in this quote.
5.5	6	Note - IDF Power	Each MDF/IDF location will need access to 1 power outlet

NOTES

Line#	Qty	Description
5.6	1	Note - Elevator Camera For Cameras located in the Elevator cars. The elevator company will need to provide at minimum 2 CAT5e Cables from the car to the Elevator room (1 for the camera and 1 spare incase of wire failure). We will put a field termination on their cable and patch to camera cable from the MDF. We can provide plenum rate cable to the elevator company.
5.7	1	Exclusion 110volt Pwr All 110volt power in each MPOE closets are to be provided by electrical contractor.
5.8	1	Note This proposal including all elements, diagrams, documents, and communications are considered the proprietary work product of QOVO Solutions, Inc. Any dissemination of these documents beyond the intended recipients and related entities will be considered a violation of a confidentiality agreement and any items related to this proposal cannot be disclosed to any third party without the express written permission of QOVO Solutions, inc.
5.9	1	Note This proposal assumed that if any existing camera cabling is to be reused that, that cabling is usable and is CAT5e or better and in working certifiable condition. In the event that the cabling is not certifiable a change order will be issued and new cabling cabling proposed.
5.10	1	Note **QOVO Solutions will use existing cabling pathways. If pathwa** QOVO Solutions will use existing cabling pathways. If pathways are unusable there may be additional cost to the customer.
5.11	1	Note The client is responsible for providing network switch ports with PoE and DHCP

- *WIRELESS*
- *MANAGED SERVICES*
- *VIDEO SURVEILLANCE*

GUSD - Rucker Elementary Quad Camera Swap



Prepared by:

Headquarters

Colton Donner
408-710-9112
Fax 844768-6462
colton.donner@qovoinc.com

Prepared for:

Gilroy Unified School District

7810 Arroyo Circle
Gilroy, CA 95020
Alvaro Meza
(669) 205-4050
alvaro.meza@gilroyunified.org

Quote Information:

Quote #: 005829

Version: 2
Delivery Date: 04/02/2024
Expiration Date: 04/24/2024

Quote Summary

Description	Amount
VERKADA CAMERA HARDWARE	$2,932.60
VERKADA LICENSING & MFR. SUPPORT	$1,889.30
QOVO PROFESSIONAL SERVICES HOURLY	$2,405.00

Subtotal:	**$7,226.90**
Shipping:	**$50.00**
Estimated Tax:	**$256.19**
Total:	**$7,533.09**

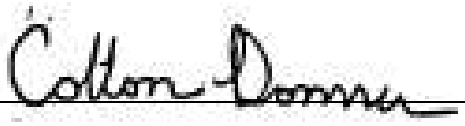
Payment Details

Description	Payments	Interval	Amount
Hardware / Licensing			
Hardware / Licensing Billed Upon Deliver	1	One-Time	$0.00
Progress Billing			
Progress Billing @ 100% Completion	1	One-Time	$0.00

- *WIRELESS*
- *MANAGED SERVICES*
- *VIDEO SURVEILLANCE*

TERMS AND CONDITIONS
PRICING:
Quote is valid for 30 days from issuance.
PAYMENT TERMS: Net 30
Taxes, shipping, handling and other fees may apply, actual amounts will be provided upon invoicing. Unless otherwise agreed in writing by QOVO Solutions Inc. all invoices are payable with twenty-one (21) days of the date of invoice. All hardware, software, and/or manufacturer related services will be invoiced upon shipment from the manufacturer. We reserve the right to cancel orders arising from pricing or other errors.
LATE PAYMENT POLICY:
Penalties will be applied to all late payment of 3% of the outstanding value.
PURCHASE ORDERS:
In the event your company does not issue Purchase Orders (PO), please utilize the signature option below. Your signature below is considered equivalent to your signed Purchase Order. With your acceptance, you are also signing and agreeing to the purchase of the products and services included and the terms and conditions of this quote. If you have any questions, please contact your sales representative directly.
COMMUNICATIONS:
The information contained in this transmission may be confidential. Any disclosure, copying, or further distribution of confidential information is not permitted unless such privilege is explicitly granted in writing by QOVO Solutions, Inc.(QSI). QSI reserves the right to have electronic communications, including email and attachments, sent across its networks filtered through anti-virus and spam software programs and retain such messages in order to comply with applicable data security and retention requirements. QSI is not responsible for the proper and complete transmission of the substance of this communication or for any delay in its receipt.

Headquarters

Signature: 

Name: Colton Donner

Title: Sales Associate

Date: 04/02/2024

Gilroy Unified School District

Signature: _____

Name: Alvaro Meza

Date: _____













May 2, 2024

To: Matt Peters
Gilroy Unified School District

Reference: Rucker Elementary School

Scope of Work:
Install conduit and cabling for two locations.
Labor:

- Install ¾ inch conduit from camera location into the building in one locations for camera installation by others.
- Install one category 6 A cable from nearest IDF location.
- Terminate cabling into the patch panel

Material:

Quantity	Description
2	3ft Category 6A patch cords
2	Category 6A data jacks
30ft	¾-inch conduit

Terms and Conditions:

- One-year warranty on all material
- 90-day warranty on labor

- All work is to be performed after business hours.
- Any work requested for after hours will be considered as normal business hours rate.
- Any work requested not mentioned in this proposal will require approval from the authorized person, and a change order must be submitted prior to any work to be done. **&** will be billed for time and material at a rate of $135.00 per hour per technician
- Quote is good for thirty days.
- 50% of total cost is due upon acceptance of this proposal.
- Balance due upon completion of installation.

Material:	**$ 280.00**
Labor:	**$ 1,500.00**
Total Cost:	**$ 1,780.00**

Thank you for allowing R3J Network Services to quote on your project

Authorized Customer Signature:

Print Name

Sign Name

Sincerely,

John Rubio
Owner

QOVO SOLUTIONS INC.

We have prepared a quote for you

GUSD - RFQ-EPSSC2324-001-Security cameras Verkada

Quote # Q-NK005760
Version 2

Prepared for:

Gilroy Unified School District

Aurelio Rodriguez
aurelio.rodriguez@gilroyunified.org

VERKADA CAMERA HARDWARE

Line#	Qty	Description		Price	Ext. Price
1.1	20	CD42-256-HW 	**Verkada CD42 Indoor, 5MP, Fixed Lens, 30 days of storage** Verkada CD42 Indoor, 5MP, Fixed Lens, 30 days of storage	$699.30	$13,986.00
1.2	4	CD52-30-HW 	**Verkada CD52 Indoor, 5MP, Zoom Lens, 30 days of storage** Verkada CD52 Indoor, 5MP, Zoom Lens, 30 days of storage	$839.30	$3,357.20
1.3	17	CD62-30-HW 	**Verkada CD62 Indoor, 4K, Zoom Lens, 30 days of storage** Verkada CD62 Indoor, 4K, Zoom Lens, 30 days of storage	$1,049.30	$17,838.10
1.4	2	CD42-256E-HW 	**Verkada CD42E Outdoor, 5MP, Fixed Lens, 30 days of storage** Verkada CD42E Outdoor, 5MP, Fixed Lens, 30 days of storage	$839.30	$1,678.60
1.5	5	CD62-30E-HW 	**Verkada CD62E Outdoor, 4K, Zoom Lens, 30 days of storage** Verkada CD62E Outdoor, 4K, Zoom Lens, 30 days of storage	$1,189.30	$5,946.50
1.6	1	CF81-30E-HW 	**Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 30 Days of Storage** Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 30 Days of Storage	$1,399.30	$1,399.30
1.7	15	CB62-512E-HW 	**Verkada CB62-E Outdoor Bullet Camera, 4K, Varifocal Lens, 30 Days of Storage** Verkada CB61-E Outdoor Bullet Camera, 4K, Varifocal Lens, 30 Days of Storage	$1,259.30	$18,889.50
1.8	1	CB62-512TE-HW 	**Verkada CB62-TE Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 30 Days of Storage** Verkada CB61-TE Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 30 Days of Storage	$1,329.30	$1,329.30
1.9	15	CH52-1TBE-HW 	**Verkada 20MP Multi sensor quad camera 30-Day** Verkada 20MP Multi sensor quad camera 30-Dday	$2,519.30	$37,789.50
1.10	4	CP52-512E-HW 	**Verkada 5MP PTZ 30-Day** Verkada 5MP PTZ 30-Day	$2,589.30	$10,357.20

VERKADA CAMERA HARDWARE

Line#	Qty	Description		Price	Ext. Price
1.11	1	VX52-HW 	**Verkada VX52 viewing station** Verkada VX52 viewing station	$399.20	$399.20
1.12	1	Apple TV Mount 	**Apple TV Mounting Bracket** Mac Locks ATVEN73CL Apple Tv Security Mount Enclosure And Cable Lock	$129.00	$129.00
1.13	5	ACC-MNT-2 	**Verkada Arm Mount Kit** Verkada Arm Mount Kit	$62.30	$311.50
1.14	2	ACC-MNT-3 	**Verkada L-Bracket Mount Kit** Compact bracket for mounting camera perpendicular to wall Compatible with Verkada D30 and D50 cameras	$90.30	$180.60
1.15	13	ACC-MNT-8 	**Verkada Pendant Cap Mount Kit** Verkada Pendant Cap Mount Kit compatible with Verkada Arm mounts	$48.30	$627.90
1.16	9	ACC-MNT-CORNER-1	**Verkada Corner Mount Kit** Verkada Corner Mount Kit	$139.30	$1,253.70
1.17	9	ACC-MNT-XLARM-1 	**Large Arm Mount** Large Arm Mount	$111.30	$1,001.70
1.18	1	Misc Material 	**Velcro, zip ties, pulling lubricant, string, chains, j-hooks, rod hanger, threaded rod , unistrut, screws, consumables**	$2,400.00	$2,400.00

VERKADA CAMERA HARDWARE

Line#	Qty	Description		Price	Ext. Price
1.19	15	ACC-POE-60W 	**PoE++ (802.3bt-2018) Injector, GigE** PoE++ (802.3bt-2018) Injector, GigE	$149.00	$2,235.00

Subtotal: **$121,109.80**

Estimated Tax: **$10,784.10**

VERKADA LICENSING & MFR. SUPPORT

Line#	Qty	Description		Price	Ext. Price
2.1	69	LIC-CAM-5Y 	**Verkada 5-Year Camera License**	$629.30	$43,421.70
2.2	15	LIC-CH52-5Y 	**Verkada 5–Year Multisensor Camera License**	$1,889.30	$28,339.50
2.3	1	LIC-VX-5Y 	**Verkada 5 Year Viewing Station License**	$1,599.20	$1,599.20

Subtotal: **$73,360.40**

QOVO PROFESSIONAL SERVICES HOURLY

Line#	Qty	Description		Price	Ext. Price
3.1	1	PS-CAM-HR	**Camera Installation work**  **Mounting and Configuration** · Mounting of cameras · Mounting of arm mounts, L-brackets, and all required hardware for cameras · Work with the client to adjust camera to desired FOV and confirm final placement · Cross referenced camera information into all documentation (Serial Number, and Location) · Weatherproofing of all cabling and hardware · Camera naming in dashboard in accordance with naming scheme depicted in the RFP "using a naming scheme that incorporates building and location, scheme to be approved by staff before setup begins" · Cameras will be placed in an appropriate VLAN at each site and will use DHCP for addressing. GUSD will assist with this process and provide all required information · Configure and assist with required alerts such as motion detection sensitivity, line crossing, and other analytic requests	$55,000.00	$55,000.00
3.2	1	PS-MGMT	**QOVO Solutions Project management**  Project management	$1,250.00	$1,250.00
3.3	1	PS-TRIP	**Truck roll and gas**  Costs for travel expenses of the Network specialist.	$600.00	$600.00
3.4	1	AERIAL-RENTAL	**Boom/Lift Rental per week if required for installation will be billed at local rental rates per week**  Boom Lift Rental	$2,250.00	$2,250.00
3.5	1	BAF-001	**Bond Administration Fees**	$1,200.00	$1,200.00
3.6	1	BF-PERFORMANCE	**Performance Bond Calculated at 2.25% of the Contract Amount**	$6,598.00	$6,598.00

Subtotal: **$66,898.00**

NOTES

Line#	Qty	Description	
4.1	1	Note	**Terms and Conditions Taxes, shipping, handling and other fee** Terms and Conditions Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All orders paid by Credit Card will incur and 3% handling and convenience fee.
4.2	1	Note	Please note that the proposed system needs to have a Basic High Speed Internet to configure, control to be functional. This allows for remote monitoring and visibility to the camera system. The cloud model is to remove the need for a local DVR/Machine that draws power and requires maintenance and updates. The High Speed internet can be shared with other facility uses such as Access Control Systems and other shared services.
4.3	1	Note	Pricing in this proposal is based on the proposed quantity and scope of work. In the event that the proposed quantities change the proposed pricing will be adjusted to reflect the revised quantities and scope of work. Discounts in this proposal as based on the proposed hardware and licensing quantities. QOVO retains the right to adjust discounts as quantities on hardware and licensing items change.
4.4	1	Exclusion	Qovo Solutions Inc is not providing high speed internet or managed services unless otherwise noted with in this quote.
4.5	6	Note - IDF Power	Each MDF/IDF location will need access to 1 power outlet
4.6	1	Note	This proposal including all elements, diagrams, documents, and communications are considered the proprietary work product of QOVO Solutions, Inc. Any dissemination of these documents beyond the intended recipients and related entities will be considered a violation of a confidentiality agreement and any items related to this proposal cannot be disclosed to any third party without the express written permission of QOVO Solutions, inc.
4.7	1	Note	The client is responsible for providing network switch ports with PoE and DHCP
4.8	1	Note	This quote assumes that existing conduit from the football field IDF to the camera locations are clear and useable. In the event that pathways are not useable a change order for Cisco Radios will be required.

SHIPPING

Line#	Qty	Description		Price	Ext. Price
5.1	1	UPS-GROUND	**UPS Ground** Estimated shipping UPS Ground	$2,700.00	$2,700.00

Subtotal: **$2,700.00**

- *WIRELESS*
- *MANAGED SERVICES*
- *VIDEO SURVEILLANCE*

GUSD - RFQ-EPSSC2324-001-Security cameras Verkada



Prepared by:

QOVO Solutions, Inc.

Nick Kygar
844-768-6462
Fax 408-877-1606
nick@qovoinc.com

Prepared for:

Gilroy Unified School District

7810 Arroyo Circle
Gilroy, CA 95020
Aurelio Rodriguez
(669) 205-4050
aurelio.rodriguez@gilroyunified.org

Quote Information:

Quote #: Q-NK005760

Version: 2
Delivery Date: 04/24/2024
Expiration Date: 05/30/2024

Quote Summary

Description	Amount
VERKADA CAMERA HARDWARE	$121,109.80
VERKADA LICENSING & MFR. SUPPORT	$73,360.40
QOVO PROFESSIONAL SERVICES HOURLY	$66,898.00

Suggested Retail Before Discount :	$341,114.00

Subtotal:	**$261,368.20**
Shipping:	**$2,700.00**
Estimated Tax:	**$10,784.10**
Total:	**$274,852.30**

Payment Details

Description	Payments	Interval	Amount
Hardware / Licensing			
Hardware / Licensing Billed Upon Deliver	1	One-Time	$207,954.30
Progress Billing			
Progress Billing @ 100% Completion	1	One-Time	$66,898.00

- *WIRELESS*
- *MANAGED SERVICES*
- *VIDEO SURVEILLANCE*

TERMS AND CONDITIONS
PRICING:
Quote is valid for 30 days from issuance.
PAYMENT TERMS: Net 30
Taxes, shipping, handling and other fees may apply, actual amounts will be provided upon invoicing. Unless otherwise agreed in writing by QOVO Solutions Inc. all invoices are payable with twenty-one (21) days of the date of invoice. All hardware, software, and/or manufacturer related services will be invoiced upon shipment from the manufacturer. We reserve the right to cancel orders arising from pricing or other errors.
LATE PAYMENT POLICY:
Penalties will be applied to all late payment of 3% of the outstanding value.
PURCHASE ORDERS:
In the event your company does not issue Purchase Orders (PO), please utilize the signature option below. Your signature below is considered equivalent to your signed Purchase Order. With your acceptance, you are also signing and agreeing to the purchase of the products and services included and the terms and conditions of this quote. If you have any questions, please contact your sales representative directly.
COMMUNICATIONS:
The information contained in this transmission may be confidential. Any disclosure, copying, or further distribution of confidential information is not permitted unless such privilege is explicitly granted in writing by QOVO Solutions, Inc.(QSI). QSI reserves the right to have electronic communications, including email and attachments, sent across its networks filtered through anti-virus and spam software programs and retain such messages in order to comply with applicable data security and retention requirements. QSI is not responsible for the proper and complete transmission of the substance of this communication or for any delay in its receipt.

QOVO Solutions, Inc.

Signature: 

Name: Nick Kygar

Title: Sales

Date: 04/24/2024

Gilroy Unified School District

Signature: _____

Name: Aurelio Rodriguez

Date: _____

MEMORANDUM OF UNDERSTANDING

BAY AREA COMMUNITY HEALTH
40910 Fremont Blvd., Fremont, 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, a California nonprofit corporation ("BACH"), and Gilroy Unified School District, a political subdivision of the State of California ("District"), to establish terms and conditions under which District will allow BACH to install and operate a community health center at the Site (defined below).

PURPOSE

WHEREAS, District is a K-12 public school district operating public schools and other educational programs throughout its jurisdiction in the County of Santa Clara, California; and

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

WHEREAS, BACH desires to operate a health clinic at the Site to provide health care services to students and members of surrounding communities during the school session, holidays and other approved District shut down periods; and

WHEREAS, BACH represents that it will provide students and community members with on-site and in-class access to basic 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 and food distribution services, and wellness classes, all as needed and appropriate in BACH's discretion, during the agreed-upon hours of operation at the location within the Site designated by District for BACH's use; and

WHEREAS, District believes that it would be in the best interest of District, its students and the community to, subject to strict compliance by BACH with the terms and conditions of this MOU, provide certain designated space and facilities to BACH at the Site for the purposes herein stated.

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 District and BACH for providing health care services to registered students at the Site specified below.

B. Site; Purpose. BACH desires to operate a health clinic at the District school site known as the Glen View Elementary School, located at 438 West 8th Street, Gilroy, CA 95020 (the "Site"), and District agrees to allow BACH to use certain designated space on a portion of the Site for the purposes of installing and operating a health clinic. The portion of the Site and facilities therein designated by District for use by BACH for the operation of the health clinic is sometimes referred to as the "Clinic Space".

C. Term. This MOU will be effective beginning on July 1, 2024 and, unless earlier terminated as provided herein, shall end on June 30, 2026 ("Initial Term"). Renewal of this MOU for any additional time will be subject to (i) BACH's strict compliance with the terms of this MOU, including paying and maintaining the Deposit (defined below); (ii) approval of the extension by District's Governing Board; and (iii) a renewal or extension agreement signed by District and BACH. This MOU can be terminated by either party with or without reason upon thirty (30) days written notification to the other party.

D. Deposit. Upon execution of this MOU, and prior to entering and occupying the Site, BACH shall pay District a security deposit in the amount of $70,000 (the "Deposit"). District shall have the right to apply the Deposit, during the Term and/or upon termination of this MOU and/or abandonment of the Clinic Space by BACH to:

   (i) remedy BACH defaults in the payment of any amounts due by BACH hereunder (including but not limited any utilities or services to the Clinic Space or the Site); and/or

   (ii) repair or replace any damages to the Clinic Space or the Site caused by BACH or any person entering the Site to receive services from BACH or to provide any services or items to or on behalf of BACH, excepting only ordinary wear and tear; and/or

   (iii) clean/remove debris and return to original condition (except for reasonable and ordinary wear and tear) the Clinic Space and any areas of the Site designated for BACH's use or used by BACH for any purpose.

   District will notify BACH of any amounts used for any such purposes during the Term and BACH shall have 30 days from the date of the notice to replenish the Deposit to the full $70,000 balance. If BACH fails to timely replenish the deposit, District may terminate this MOU and require BACH to vacate the Clinic Space and/or pursue any other remedy available to District at law or equity.

   Any amount's remaining after said use(s) following termination and/or abandonment of the Clinic Space, will be returned to BACH by District within 30 days of completion of the remediation, repairs or cleaning. District shall not be required to invest the moneys nor pay any interest on such sums.

E. District agrees not to grant any other third-party use of the Clinic Space (except for utilities and other operational purposes). However, District retains the right to enter and inspect the Clinic Space and all things located in the Clinic Space at any time, at its discretion, to ensure that the Clinic Space and other District facilities made accessible to BACH are being properly cleaned and maintained. Notwithstanding the foregoing, nothing herein shall be deemed or construed to grant District access to BACH's or any patient's confidential records maintained on-Site or at any other location.

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

G. 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. DISTRICT'S RESPONSIBILITIES

A. Within five days of receipt of the Deposit, or the execution of this MOU, whichever is later, District will make the Clinic Space at the Site for BACH's health care clinic.

1. The Clinic Space will be made accessible to BACH during District's normal operation hours. District agrees not to charge BACH facilities use charge, but BACH shall be responsible for all costs relating to its operations.

2. By accepting and occupying the Clinic Space, BACH represents and agrees that it has inspected the Site, including the Clinic Space, and has determined that both are suitable for the operation of BACH's health clinic. BACH also represents that the running water, electrical outlets, sinks, and toilet facilities area all sufficient and appropriate for BACH's purposes.

B. Nothing herein shall obligate District to incur any expense or liability in connection with readying, preparing, upgrading or modifying the Clinical Space or any other portions of the Site for BACH's use or for BACH's benefit or in connection with BACH's operation of the health clinic, including any modifications required to meet the requirements of any applicable law or regulations.

C. District agrees to 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 District students as may be required by applicable state or federal law or regulations. However, nothing herein shall require District to incur any extraordinary expense in such cooperative efforts, nor shall this MOU be interpreted to require District to disclose any confidential information to BACH.

D. District will work with Community Health Center staff so that they can be kept informed on student class schedules and parent/guardian contact information to the extent necessary to address healthcare status for those students and families who have provided written consent for such information to be shared.

E. District 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).

III. BACH'S RESPONSIBILITIES

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 District's request, promptly provide District proof of current medical licenses of responsible BACH employees, volunteers, and contractors.

B. BACH shall obtain and maintain, at its sole cost and expense, all required permits, approvals and licenses, including any local approvals, required for the operation of its health clinic at the Site.

C. BACH's services shall be provided on a no-fee or 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.

D. The hours of operation of the clinic shall be on a schedule to be agreed between District and BACH. BACH shall provide sufficiently and adequately trained staff at the Clinic Space during all operating hours. BACH acknowledges and agrees that District 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.

E. BACH shall provide the appropriate medical equipment, medical supplies, medical records, and health literature to maintain, manage, and administer the Clinic Space effectively. [[BACH understands and agrees that it shall not keep or store prescription drugs or any other pharmaceuticals within the Clinic Space or anywhere else at the Site.] [If BACH stores and/or uses pharmaceuticals at the Clinic Space, it shall comply with all applicable laws, rules and regulations pertaining to each such pharmaceutical, including obtaining and maintaining all applicable certifications, licenses and permits and complying with all safety, use and storage requirements.]]

F. BACH shall be solely responsible for all costs associated with operating the Clinic Space, including without limitation all routine maintenance, utilities, internet, and janitorial services as further described below. BACH shall reimburse District for any cost or expense incurred by District in connection with BACH's use of the Clinic Space, including but not limited to the expenses described below, within 30 days of the date an invoice for such cost is issued by District. BACH's failure to pay any such invoice, when due, constitutes a default hereunder. District shall have the right recover said amounts from the Deposit. At its option District may also terminate this MOU and eject BACH. If District chooses not to terminate this MOU, BACH shall have thirty (30) days from the date of notice from District to replenish the Deposit.

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

    2. BACH is responsible for 100% of their share of utility costs.

    3. District will, at BACHS's request and cost, the same level of security provided at all District facilities. If BACH deems it necessary to obtain separate or additional security for its operations, it shall first provide District's Assistant Superintendent and Chief Business Official, all information they shall require to sign-off on the proposed additional security measures. BACH shall be responsible for all costs relating to said additional security measures, even if District agrees to provide them.

    4. If the District's maintenance staff is required to inspect and/or perform work at the Clinic Space. BACH shall reimburse District for such staff's time in accordance with the District's collective bargaining provisions or other applicable District schedule of costs.

    5. District shall not incur any liability, expense or cost to alter, upgrade or modify any portion of the Clinic Space for the benefit of BACH, including any modifications required to meet any change in applicable law or regulations regarding such space.

G. BACH shall maintain student and patient confidentiality at all times and ensure that its 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 District 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 always obtain and maintain in full force and effect during the Term of this MOU all insurance required under this MOU.

J. BACH shall at all times abide by all District and School Site policies, regulations, conditions, restrictions and requirements which District (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 Space including but not limited to accessibility to the Clinic Space, hours of operation, parking, and prohibited conduct; BACH understands and agrees that State law and District 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 District 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 District's routine maintenance as specified above, BACH shall 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 District.

N. BACH will be fully responsible for securing the Clinic Space upon closing each day of operation. This includes, but not limited to, locking all doors and gates, and setting any available alarms. If a theft occurs at the Site and it is determined by District that BACH staff did not secure the Site upon closing in accordance with the Sites' protocols and there is a loss, BACH the District for the cost to replace any stolen items.

O. BACH shall maintain a standard of professionalism and behavior consistent with the expectations of District.

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

Q. 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 District 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.

V. INDEMNIFICATION

BACH shall indemnify, defend, and hold harmless District, 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, death, dismemberment, 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.

VI. INSURANCE

A. BACH shall procure before occupying the Clinic Space, 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 provided 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:

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

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

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

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

   5. 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 always maintain the insurance above in effect during the term of this MOU. Before occupying the Site, BACH shall provide District with proof of insurance as specified herein and certificates of insurance and/or policy endorsements naming District, its board, officers, employees and agents as additional insured and providing that District will be notified at least thirty (30) days before cancellation, non-renewal, or material change of any such policy.

VII. STAFF QUALIFICATIONS

A. BACH assumes all responsibility for ensuring that all individuals employed by BACH to provide any services at the Clinic Space have the appropriate clearances, qualifications and/or licenses/certificates,

as required for their respective duties and services. 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 Space 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 District 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, District'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 District laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety.

F. In furtherance of these requirements, BACH agrees to provide to District 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 District 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 District.

VIII. 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 District 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 District 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 District 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 District 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.

IX. INCIDENT/ACCIDENT REPORTING

BACH shall notify District 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.

X. 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.

Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

Attn: Superintendent
Phone: (669) 205-4000
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

XI. DISPUTES

lf a dispute arises out of or relates to this MOU, or the breach hereof, the parties agree to engage in good faith negotiations to attempt to resolve the matter. In the event of any action at law or in equity, including an action for declaratory relief, between the parties arising out of or relating to this MOU, then the prevailing party in such action will be entitled to recover from the other party a reasonable sum as attorney's fees and costs. The prevailing party will be determined in accordance with Civil Code Section l717(b)(l) or any successor statute. The prevailing party will also be entitled to its reasonable attorneys' fees and costs in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and will survive the merger of this MOU into any judgment on this MOU.

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

by both parties. No waiver by a party of any provision in this MOU shall be considered a waiver or any other provision. 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.

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 District. Any assignment of this Agreement by the Service Provider with the approval of District shall be subject to the terms and conditions hereof and to the rights of District 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

In connection with its operations and this Agreement, BACH shall at all times be in compliance with all applicable Federal, State, and Local Laws, ordinances, and other legal requirements.

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.

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

GILROY UNIFIED SCHOOL DISTRICT

_____ Date: _____
Dr. Anisha Munshi, Superintendent

BAY AREA COMMUNITY HEALTH
A California Nonprofit Corporation

_____ Date: _____
Zettie D. Page III, MD, Ph.D., MBA
Chief Executive Officer

MEMORANDUM OF UNDERSTANDING

BAY AREA COMMUNITY HEALTH
40910 Fremont Blvd., Fremont, 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~~,~~ ("BACH"), and ~~the~~ Gilroy Unified School District ~~(hereafter "GUSD"),~~ a political subdivision of the State of California~~.~~ ("District"), to establish terms and conditions under which District will allow BACH to install and operate a community health center at the Site (defined below).

PURPOSE

WHEREAS, ~~GUSD operates comprehensive school~~District is a K-12 public school district operating public schools and other educational programs throughout its jurisdiction in the County of Santa Clara, California; and~~,~~

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

WHEREAS, BACH desires to operate a health clinic at the Site to provide health care services to students and members of surrounding communities during the school session, holidays and other approved ~~GUSD~~District shut down periods~~.~~; and

WHEREAS, BACH represents that it will provide ~~them~~students and community members with on-site and in-class access to ~~school-based comprehensive~~basic 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~~,~~ and food distribution services, and wellness classes, all as needed and appropriate in BACH's discretion, during the agreed-upon hours of operation at ~~a~~the location within ~~GUSD's property.~~the Site designated by District for BACH's use; and

WHEREAS, ~~GUSD desires~~District believes that it would be in the best interest of District, its students and the community to, subject to strict compliance by BACH with the terms and conditions of this MOU, provide certain designated space and facilities to BACH at ~~GUSD site~~the Site for ~~that purpose and subject to the terms and conditions~~ the purposes herein stated.

NOW THEREFORE, the Parties hereby agree as follows:

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I. ~~Scope of~~SCOPE OF MOU

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

~~B.~~ Site; Purpose. BACH desires to operate a health clinic~~, and GUSD agrees to allow BACH to use designated space~~ at the ~~following GUSD~~District school site~~:~~ known as the Glen View Elementary School, located at 438 ~~W.~~West 8th Street, Gilroy, CA 95020 ~~(individually a "Site") for the purpose of BACH's~~(the "Site"), and District agrees to allow BACH to use certain designated space on a portion of the Site for the purposes of installing and operating a health clinic.

~~C.~~B. ~~BACH shall have exclusive use~~ The portion of the Site and ~~physical control over the Site. Nothing herein shall be deemed or construed~~facilities therein designated by District for use by BACH for the operation of the health clinic is sometimes referred to ~~grant GUSD access to BACH's or any patient's confidential records maintained on Site or at any other location.~~as the "Clinic Space".

~~D.~~C. Term. This MOU will be effective ~~for five years,~~ beginning on ~~April~~July 1, 2024~~.~~ and, unless earlier terminated as provided herein, shall end on June 30, 2026 ("Initial Term"). Renewal of this MOU for any additional time will be subject to ~~the conditioned upon~~(i) BACH's strict compliance with the terms of this MOU, including paying and maintaining the Deposit (defined below); (ii) approval of the extension by District's Governing Board; and (iii) a renewal or extension agreement signed by ~~GUSD~~District and BACH. This MOU can be terminated by either party with or without reason upon thirty (30) days written notification to the other party.

D. ~~GUSD~~Deposit. Upon execution of this MOU, and prior to entering and occupying the Site, BACH shall pay District a security deposit in the amount of $70,000 (the "Deposit"). District shall have the right to apply the Deposit, during the Term and/or upon termination of this MOU and/or abandonment of the Clinic Space by BACH to:

(i) remedy BACH defaults in the payment of any amounts due by BACH hereunder (including but not limited any utilities or services to the Clinic Space or the Site); and/or

(ii) repair or replace any damages to the Clinic Space or the Site caused by BACH or any person entering the Site to receive services from BACH or to provide any services or items to or on behalf of BACH, excepting only ordinary wear and tear; and/or

(iii) clean/remove debris and return to original condition (except for reasonable and ordinary wear and tear) the Clinic Space and any areas of the Site designated for BACH's use or used by BACH for any purpose.

District will notify BACH of any amounts used for any such purposes during the Term and BACH shall have 30 days from the date of the notice to replenish the Deposit to the full $70,000 balance. If BACH fails to timely replenish the deposit, District may terminate this MOU and require BACH to vacate the Clinic Space and/or pursue any other remedy available to District at law or equity.

Any amount's remaining after said use(s) following termination and/or abandonment of the Clinic Space, will be returned to BACH by District within 30 days of completion of the remediation, repairs or cleaning. District shall not be required to invest the moneys nor pay any interest on such sums.

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E. District agrees not to grant any other third-party use of the Clinic Space (except for utilities and other operational purposes). However, District retains the right to enter and inspect the Clinic Space and all things located in the Clinic Space at any time, at its discretion, to ensure that the Clinic Space and other District facilities made accessible to BACH are being properly cleaned and maintained. Notwithstanding the foregoing, nothing herein shall be deemed or construed to grant District access to BACH's or any patient's confidential records maintained on-Site or at any other location.

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

~~F.~~G. 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~~DISTRICT'S RESPONSIBILITIES ~~OF SCHOOL SITE (GUSD)~~

A. ~~During~~ Within five days of receipt of the ~~Term~~Deposit, or the execution of this MOU, ~~GUSD~~whichever is later, District will ~~provide a clinical space area~~ make the Clinic Space at the Site for ~~BACH's~~BACH's health care clinic ~~(the "Clinic Space")~~.

~~B.~~1. The Clinic Space~~, utilities, and routine maintenance and janitorial services~~ will be ~~provided~~ ~~(~~made accessible to BACH during ~~GUSD's~~District's normal ~~operating~~operation hours~~) and extended by GUSD at no cost to BACH~~. District agrees not to charge BACH facilities use charge, but BACH shall be responsible for all costs relating to its operations.

2. By accepting and occupying the Clinic Space, BACH represents and agrees that it has inspected the Site, including the Clinic Space, and has determined that both are suitable for the operation of BACH's health clinic. BACH also represents that the running water, electrical outlets, sinks, and toilet facilities area all sufficient and appropriate for BACH's purposes.

~~C.~~ Nothing herein shall obligate ~~GUSD~~District to incur any expense or liability in connection with readying ~~or~~, preparing, upgrading or modifying the Clinical Space ~~areas at~~or any other portions of the Site for ~~BACH's~~BACH's use or for BACH's benefit 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~~ BACH's operation of the 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~~any modifications 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~~

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~~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.~~B. ~~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.~~C. ~~GUSD will~~District agrees to 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 District students as may be required by applicable state or federal law or regulations. However, nothing herein shall require ~~GUSD~~District to incur any extraordinary expense in such cooperative efforts, nor shall this MOU be interpreted to require ~~GUSD~~District to disclose any confidential information to BACH.

~~R.~~D. ~~GUSD~~District will ~~provide access to GUSD's student information system to allow BACH~~work with Community Health Center staff ~~to~~so that they can be kept informed on student class schedules~~, attendance,~~ and parent/guardian contact information to the extent necessary to address healthcare status for those students and families who have provided written consent for such information to be shared.

~~S.~~E. ~~GUSD~~District 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).

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~~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~~BACH'S~~ OF BACH~~ RESPONSIBILITIES

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~~District's request, promptly provide ~~GUSD~~District proof of current medical licenses of responsible BACH employees, volunteers, and contractors.

B. ~~BACH's~~BACH shall obtain and maintain, at its sole cost and expense, all required permits, approvals and licenses, including any local approvals, required for the operation of its health clinic at the Site.

~~B.~~C. BACH's services shall be provided on a no-fee or sliding-fee schedule discount basis to students and other patients, subject only to ~~BACH's~~BACH's ability to seek and recover reimbursement for its services through the ~~student's/patient's~~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~~individual's inability to pay for ~~BACH's~~BACH's services, and any fees or payment required by BACH may be reduced or waived.

~~C.~~D. The hours of operation of the ~~health clinics~~clinic shall be on a schedule to be agreed between ~~GUSD~~District and BACH. BACH shall provide sufficiently and adequately trained staff at the Clinic ~~Site~~Space during all operating hours. BACH acknowledges and agrees that ~~GUSD~~District 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.~~E. BACH shall provide the appropriate medical equipment, medical supplies, medical records, and health literature to maintain, manage, and administer the Clinic ~~Site effectively.~~ Space effectively. [[BACH understands and agrees that it shall not keep or store prescription drugs or any other pharmaceuticals within the Clinic Space or anywhere else at the Site.] [If BACH stores and/or uses pharmaceuticals at the Clinic Space, it shall comply with all applicable laws, rules and regulations pertaining to each such pharmaceutical, including obtaining and maintaining all applicable certifications, licenses and permits and complying with all safety, use and storage requirements.]]

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

F. BACH shall be solely responsible for all costs associated with operating the Clinic Space, including without limitation all routine maintenance, utilities, internet, and janitorial services as further described below. BACH shall reimburse District for any cost or expense incurred by District in connection with BACH's use of the Clinic Space, including but not limited to the expenses described below, within 30 days of the date an invoice for such cost is issued by District. BACH's failure to pay any such invoice, when due, constitutes a default hereunder. District shall have the right recover said amounts from the Deposit. At its option District may also terminate this MOU and eject BACH. If District chooses not to terminate this MOU, BACH shall have thirty (30) days from the date of notice from District to replenish the Deposit.

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~~F.~~1. BACH shall provide network infrastructure, including IT and telecommunications connectivity and support for phones, network security, and Internet access.

2. BACH is responsible for 100% of their share of utility costs.

3. District will, at BACHS's request and cost, the same level of security provided at all District facilities. If BACH deems it necessary to obtain separate or additional security for its operations, it shall first provide District's Assistant Superintendent and Chief Business Official, all information they shall require to sign-off on the proposed additional security measures. BACH shall be responsible for all costs relating to said additional security measures, even if District agrees to provide them.

4. If the District's maintenance staff is required to inspect and/or perform work at the Clinic Space. BACH shall reimburse District for such staff's time in accordance with the District's collective bargaining provisions or other applicable District schedule of costs.

5. District shall not incur any liability, expense or cost to alter, upgrade or modify any portion of the Clinic Space for the benefit of BACH, including any modifications required to meet any change in applicable law or regulations regarding such space.

G. BACH shall maintain student and patient confidentiality at all times and ensure that ~~each~~its 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~~District 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 always 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~~District and School Site policies, regulations, conditions, restrictions and requirements which ~~GUSD~~District (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~~Space including but not limited to accessibility to the Clinic ~~Site~~Space, hours of operation, parking, and prohibited conduct; BACH understands and agrees that State law and ~~GUSD~~District 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~~District 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~~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~~veteran's status.

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L. Except for ~~GUSD's~~District'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~~District.

~~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~~Clinic Space 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~~any available alarms.

~~P. BACH will be fully responsible for the maintenance~~ If a theft occurs at the Site 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~~ it is determined by District that BACH staff did not secure the 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.~~N. ~~BACH shall obtain approval from GUSD and the Site to provide or coordinate any activities outside the scope of the agreed~~upon ~~services~~closing in accordance with the Sites' protocols and there is a loss, BACH the District for the cost to replace any stolen items.

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

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

~~V.~~Q. 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~~District 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~~.

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~~V. COMPENSATION~~

~~No funds will be exchanged per this Agreement~~

~~VI.~~V. **INDEMNIFICATION**

BACH shall indemnify, defend, and hold harmless ~~GUSD~~District, 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, death, dismemberment, 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.~~VI. **INSURANCE**

A. BACH shall procure before occupying the ~~commencement of any services at the Site~~Clinic Space, 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.~~1. Commercial General Liability. Limits of $1,000,000/$2,000,000 per claim/occurrence for bodily injury, personal injury, and property damage.

~~b.~~2. Commercial Automobile Liability, Any Auto. Limits of $1,000,000/$3,000,000 per claim/occurrence for bodily injury and property damage.

~~c.~~3. ~~Workers'~~Workers' Compensation. Statutory limits required by the State of California.

~~d.~~4. ~~Employer's~~Employer's Liability. One million dollars ($1,000,000) per accident for bodily injury or disease.

~~e.~~5. 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 always maintain the insurance above in effect ~~at all times~~ during the term of this MOU ~~and, before~~. Before occupying the Site, BACH shall provide ~~GUSD~~District with proof of insurance as specified herein. ~~Certified~~ and certificates of insurance and/or policy endorsements ~~are specifying~~naming District, its board, officers, employees and agents as additional insured and providing that ~~GUSD~~District 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.~~

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~~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.~~VII. STAFF QUALIFICATIONS

A. BACH ~~will assume~~assumes all responsibility for ensuring that all individuals employed by BACH to provide any services ~~per this agreement~~at the Clinic Space have the appropriate clearances, qualifications and/or licenses/certificates, as required for their respective duties and services. 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~~Space 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

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section 49024. Verification of compliance with this section shall be provided in writing to ~~GUSD~~District prior to ~~BACH's~~BACH's activities at the Site or program and prior to any BACH ~~employee's/contractor's/volunteer's~~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~~District'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~~District 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~~District 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~~District has received the written certifications required herein. Notwithstanding any other provision in this MOU, ~~BACH's~~BACH's failure to abide by these provisions shall be grounds for immediate termination of this MOU without notice by ~~GUSD~~District.

~~X.~~VIII. 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~~District 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~~District 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~~District 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.

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C. BACH shall notify ~~GUSD~~District 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.~~IX. INCIDENT/ACCIDENT REPORTING

BACH shall notify ~~GUSD~~District 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.

X. 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.

Gilroy Unified School District 7810 Arroyo Circle Gilroy, CA 95020	Bay Area Community Health 40910 Fremont Blvd. Fremont, CA 94538
Attn: Superintendent Phone: (669) 205-4000 Fax: _____ Email: _____	Zettie D. Page III, MD, Ph.D., MBA Chief Executive Officer Phone: (510) 252-5882 Fax: (510) 657-8449 zpage@bach.health

XI. DISPUTES

If a dispute arises out of or relates to this MOU, or the breach hereof, the parties agree to engage in good faith negotiations to attempt to resolve the matter. In the event of any action at law or in equity, including an action for declaratory relief, between the parties arising out of or relating to this MOU, then the prevailing party in such action will be entitled to recover from the other party a reasonable sum as attorney's fees and costs. The prevailing party will be determined in accordance with Civil Code Section l717(b)(l) or any successor statute. The prevailing party will also be entitled to its reasonable attorneys' fees and costs in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and will survive the merger of this MOU into any judgment on this MOU.

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.~~ by both parties. No waiver by a party of any provision in this MOU shall be considered a waiver or any other provision. If any term or provision of this agreement shall be found

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to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

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~~District. Any assignment of this Agreement by the Service Provider with the approval of ~~GUSD~~District shall be subject to the terms and conditions hereof and to the rights of ~~GUSD~~District 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~~In connection with its operations and ~~services covered by~~ this Agreement ~~must comply with~~, BACH shall at all times be in compliance with all applicable Federal, State, and Local Laws, ordinances, and other ~~law~~legal 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: _____~~

~~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~~

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~~Email: _____~~ ~~zpage@bach.health~~

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

GILROY UNIFIED SCHOOL DISTRICT

_____ Date: _____

Dr. Anisha Munshi, Superintendent

BAY AREA COMMUNITY HEALTH
A California Nonprofit Corporation

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

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GUS # 165

GUSD

REQUEST FOR FACILITY MODIFICATION

SITE: Gilroy High School DATE: 4/12/24

REQUESTOR: Josh Adams - GHS Athletic Director

FUNDING SOURCE: TBD PROJECT COST: TBD

DESCRIPTION OF MODIFICATIONS(S): Move access gate and curb ramp at baseball stadium further south along fenceline. Renew landscaping at baseball stadium entrance, as trees cut down were never placed.

(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.*

The current location places an entry and exit for District maintence vehicles at the same place as the only walkway for students, staff, and spectators. In times of wet weather this area becomes saturated with muddy ruts that cover the walkway in mud.

(Continue on additional pages, if needed)

PRINCIPAL SIGNATURE: Greg Kapsh DATE: 4/12/24

****

TO BE COMPLETED BY THE FACILITIES SUBCOMMITEE

DATE SUBMITTED: _____ FSC REVIEW DATE: _____

APPROVED _____ MORE INFORMATION NEEDED _____ DENIED _____

FSC COMMENTS: _____

FISCAL APPROVAL _____ DATE _____

Marissa Van Patten <marissa.vanpatten@gilroyunified.org>

Re: Request for Facility Modification

Joshua Adams <joshua.adams@gilroyunified.org> Tue, Apr 16, 2024 at 2:53 PM
To: Marissa Van Patten <marissa.vanpatten@gilroyunified.org>
Cc: Matthew Woolman <matthew.woolman@gilroyunified.org>

Hoping the General Fund can pay for the modification.

Here is the location visual map…



Also, pics of the area can be found here: https://drive.google.com/drive/folders/1ncrjHYL8oqDlmMzR3EV3MMrixMCQE2y7?usp=drive_link

Thank you,

Josh Adams

Athletic Director

Gilroy High School

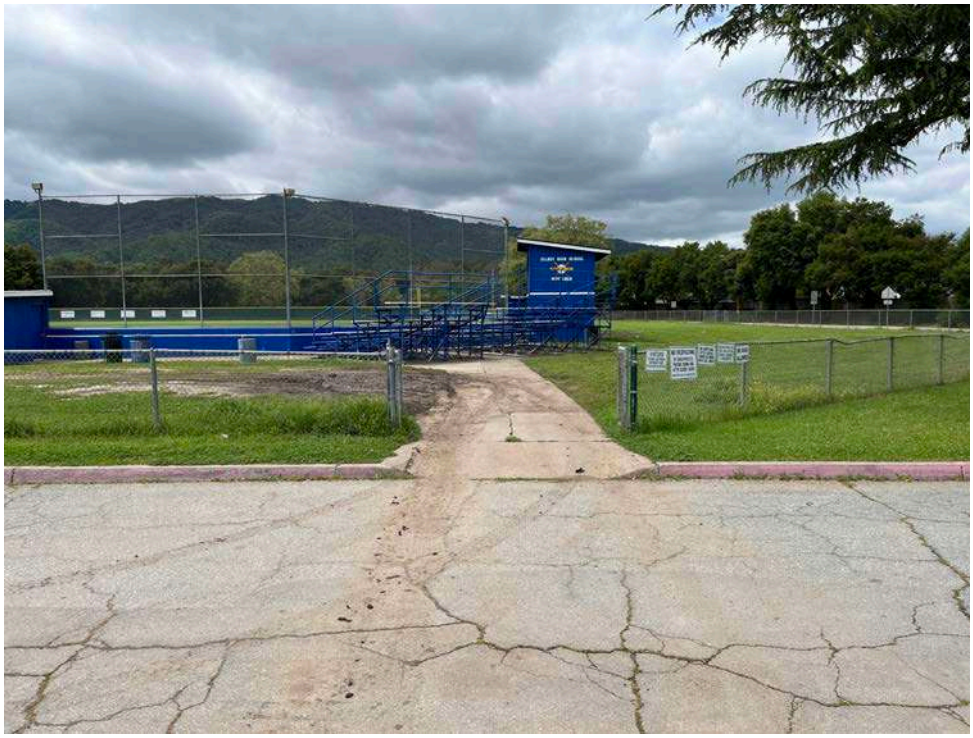
Office 669.205.5482

Cell 209.765.5203

[Quoted text hidden]

GHS Baseball curb cut and driveway relocation



















Baseball field access from 10th street parking lot
Recommend locking gate and using for limited Maintenance use only



Existing gate on 10th street behind baseball (Not used)
Recommend expanding gate existing gate and use this access for Field access only



GUS # 165

7b

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?

- *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, Safe and Secure Storage of P.E. equipment.

(Continue on additional pages, if needed)

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

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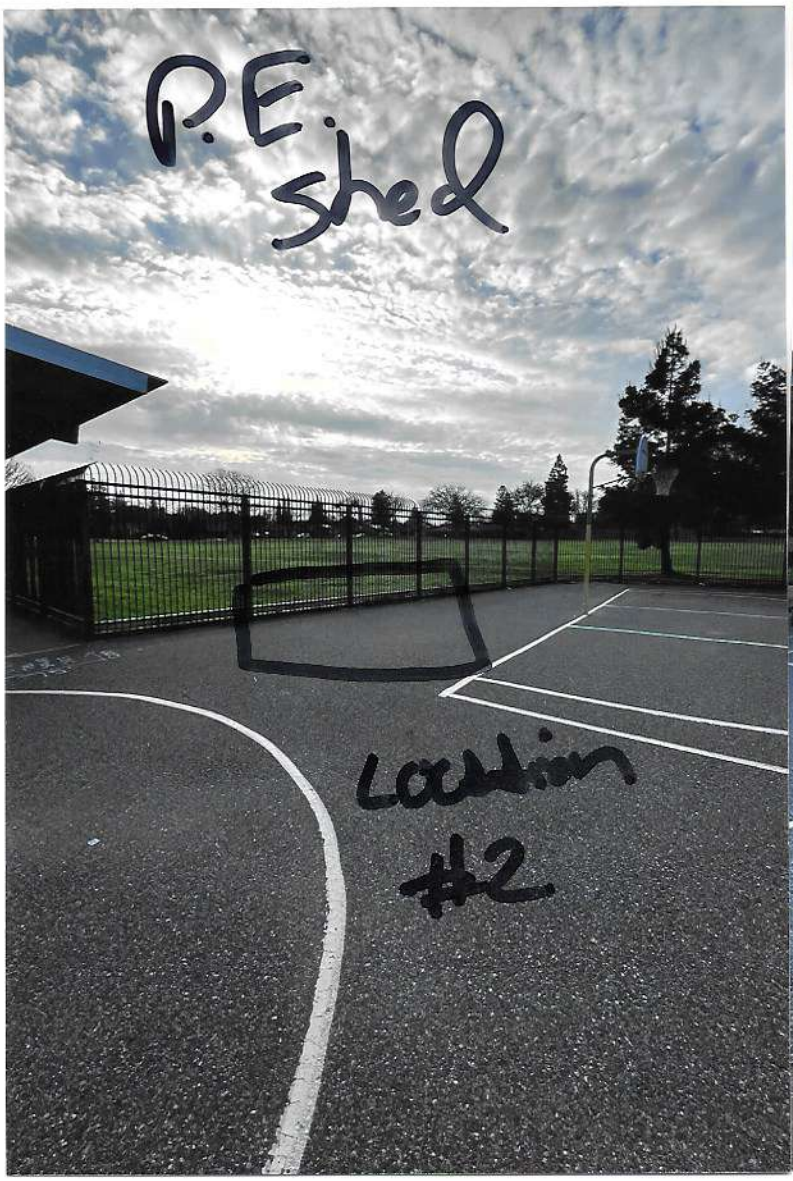
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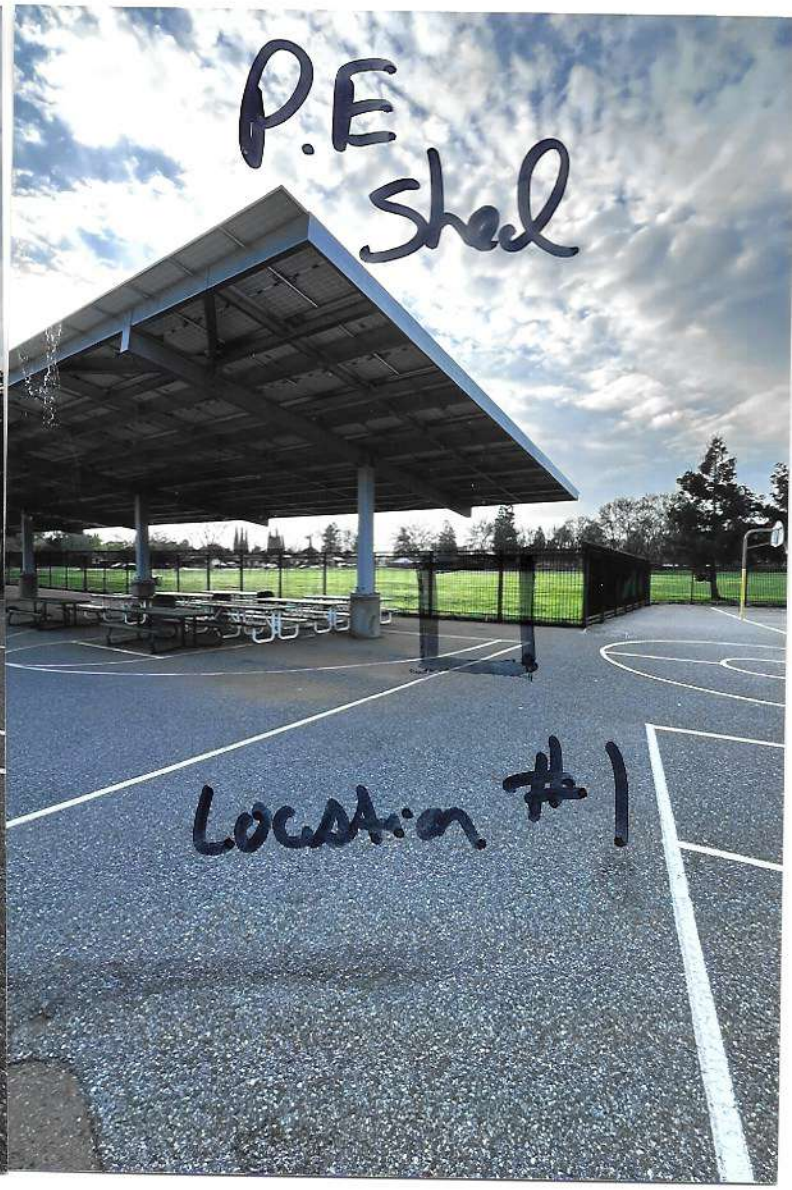
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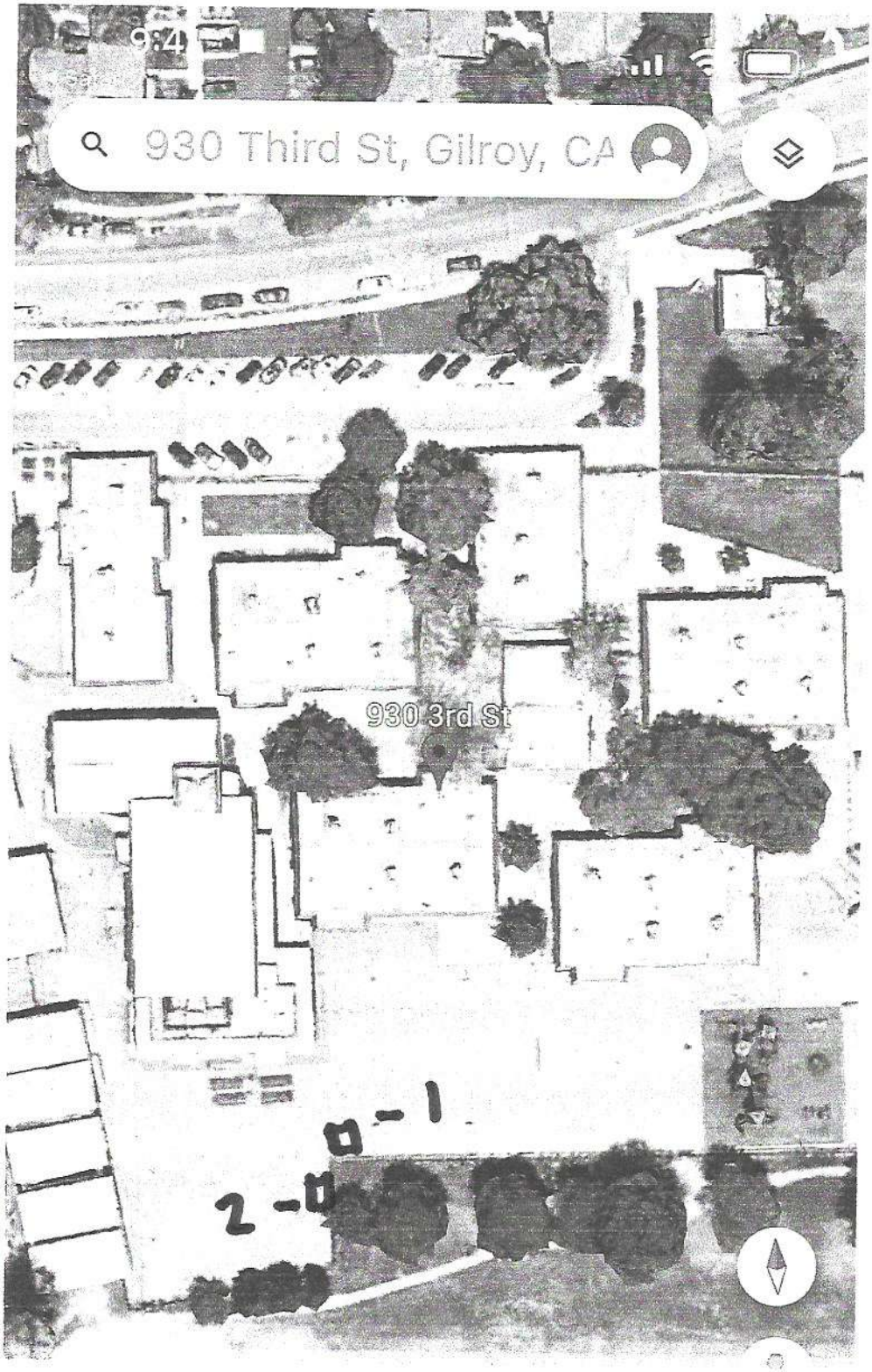
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FSC COMMENTS: _____

FISCAL APPROVAL _____ DATE _____


P.E. shed
Location #2

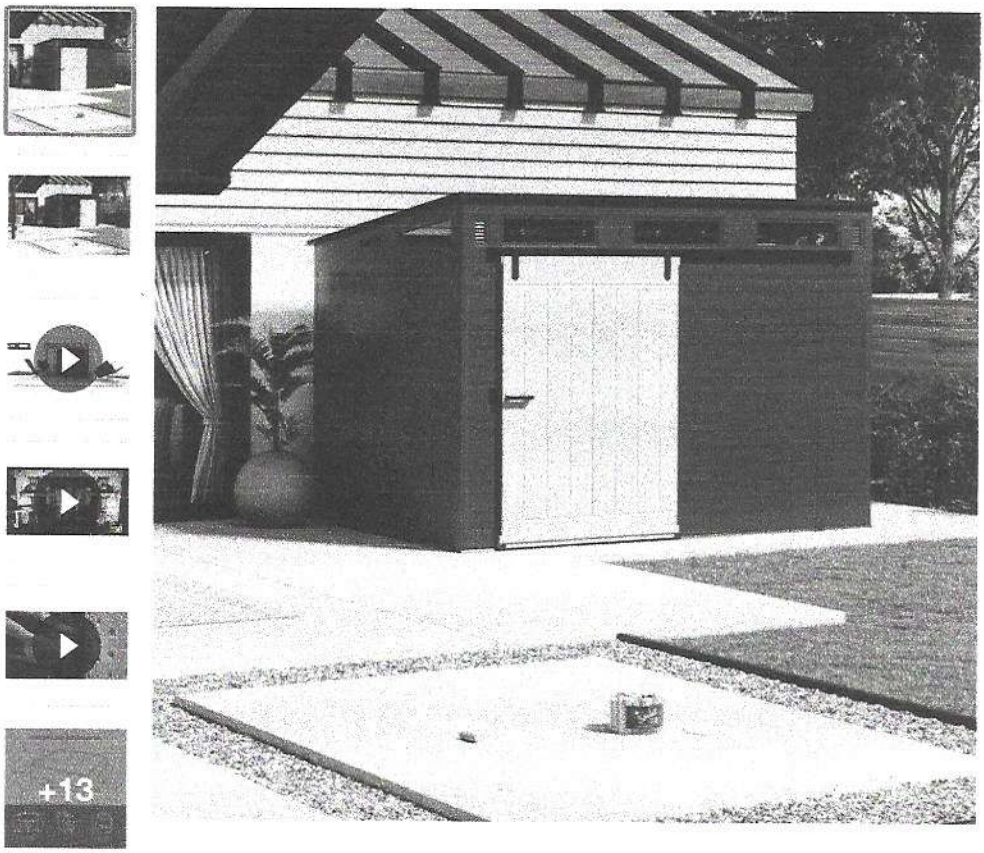

P.E shed
Location #1


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

Suncast

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

(61) Questions & Answers (46)



Share Print

$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

RECOMMENDED STORAGE SHED



Tap and Hold to Zoom

Modernist 7 ft. W x 7 ft. D Plastic Shed (52 sq. ft.)

by **Suncast**

Related Videos & 360° View





Product Images







