ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Special Board Meeting
February 19, 2026

NOTICE OF SPECIAL MEETING AND SPECIAL MEETING AGENDA

02/19/2026 - 06:30 PM
2930 Gay Avenue, San Jose, CA 95127
District Board Room

AGENDA

Code: Special #21-25/26

In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please contact the Office of the Superintendent at (408) 928-6822. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements.

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.arusd.org/@alumrocktv5143

LAND ACKNOWLEDGMENT - The Board of Trustees of the Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect and reverence the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands.

Members of the public shall have an opportunity to address the Board of Trustees on the agenda items identified below. (Goverment Code Section 54954.3)

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1. CALL TO ORDER/ ROLL CALL/PLEDGE OF ALLEGIANCE - PRESIDENT LINDA CHAVEZ

2. HUMAN RESOURCES - BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

1. Wellness Center Site Specialist Presentation

   Staff will provide recommendations with a presentation.

   PRESENTATION/INFORMATION

2. Approve Resolution No. 57-25/26 Reducing/Laying Off Classified Employee Services

   Given the current state of the District's budget and due to a lack of work and/or funds, the District is forced to consider the elimination of certain services now being provided by classified employees. Education Code Section 45114, 45115, 45117, 45298, and 45308 set forth the process and procedure that school districts must follow in order to layoff or reduce classified employees for lack of work and/or lack of funds. This procedure requires a board resolution to reduce/layoff classified positions and provide employees with notice no later

than March 15th.

3. **BOND / FACILITIES - CONTRACTS OVER $100,000, BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)**

1. Approve Proposal #25146 for Architectural and Engineering Services Related to the Installation of Kindergarten Permanent Portable Classrooms at the Former Renaissance at Fischer Campus.

   Staff requested a proposal from Finney Architects for architectural and engineering services related to the design and installation of eleven (11) new 36 x 40 portable classrooms at the former Renaissance at Fischer campus. The proposed scope of work may include:

   - Installation of concrete foundations where the portable classrooms will be flush with the grade.
   - Plumbing, sewer, electrical, low voltage, power, and fire alarm systems inside each of the portable classrooms.
   - Bathrooms within each classroom.

   This project will support the campus expansion by providing additional classroom space to accommodate the needs of Pre-K and Kindergarten students.

2. Approve Proposal #26026 for Architectural and Engineering Services Related to the Parking Lot Expansion at the Former Renaissance at Fischer Campus.

   Finney Architects has submitted Proposal #26026 for architectural design and engineering services to expand the front parking area at the former Renaissance at Fischer campus. The project includes the development of a new drop-off area in front of the administration building, which will connect to the current parking lot.

   The proposed scope of work includes:

   - Expansion of the existing parking lot with a new layout and striping.
   - Upgrades to meet current ADA requirements as mandated and approved by the Division of the State Architect (DSA).
   - Compliance with Title 5 requirements.

3. Approve Piggyback 21024 through Santa Rita Union School District for the Purchase and Installation of Modular Classrooms at the Former Renaissance at Fischer Campus.

   Per California Public Contract Code, 20118, the governing board of any school district may, without advertising for bids, utilize a piggyback contract for the purchase of materials and supplies when it is determined to be in the best interest of the District. This process allows for the efficient acquisition of items such as portable classrooms.

   Staff proposes to utilize Piggyback 21024 through Santa Rita Union School District to contract with Mobil Modular Management Corporation for the purchase and installation of eleven (11) modular classrooms at the former Renaissance at Fischer campus.

   Mobil Modular specializes in providing modular structures for commercial, educational,

government, and industrial use and can support the expansion needs of the campus by delivering and installing the required classroom facilities.

4. CONSENT CALENDAR/ACTION ITEMS - BOARD DISCUSSION AND/OR ACTION

1. Approve Bond Contracts/Extensions

   The District has received a summarized list of bond contracts/extensions dates February 19, 2026.

5. ADJOURNMENT

President adjourns the meeting.

2.1

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 19, 2026

Subject: **Wellness Center Site Specialist Recommendations**

Support Information: Staff will provide recommendations with a presentation

****PRESENTATION/INFORMATION****

Approved by: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: February 19, 2026
Special Board Meeting

PRESENTATION/INFORMATION

2.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

PRESENTATION

WELLNESS CENTER SITE SPECIALIST RECOMMENDATIONS

Special Board Meeting: February 19, 2026

Cesar Torrico
Assistant Superintendent, Human Resources Division

CURRENT STRUCTURE

6 Wellness Center Site Specialists:

Middle School sites have been funded by the Valley Health Grant:

- **RAM**
- **Ocala**
- **Sheppard**
- **Adelante 1**
- **Adelante 2**

We also have a WCSS at Hubbard, but we lost the Valley Health funding for Hubbard when it became TK-5. We were able to cover this past year with Community Schools Funding.

FUNDING

- Due to hiring challenges when the position initially opened, we contracted out for a period of time (we have since hired our own team)

- Because of us contracting out, there will be a balance at the end of the grant period, which will result in Valley Health extending the grant

- The leftover Valley Health money will not cover the entire year so we are planning on dipping into Community Schools Funding to cover the balance.

PROPOSAL FOR 2026-27 SY

- **Keep position at schools with 6th-8th grades**
- **Reduction of two positions: one at Hubbard and one due to the Adelante consolidation**
- **Rewrite the Job Description to better align to community schools work (to better justify using these funds)**
- **Lay off all Wellness Center Site Specialist positions, repost the new position, and bring 4 out of 6 back for the 2026-27 SY.**


THANK YOU

2.2

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 19, 2026

Subject: **Approve Resolution No. 57-25/26 Reducing/Laying Off Classified Employee Services**

Support Information: Given the current state of the District's budget and due to a lack of work and/or funds, the District is forced to consider the elimination of particular kinds of services now being provided by classified employees.

Fiscal Impact: N/A

Budgeted: N/A

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution No. 57-25/26.

Approved by: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

Recommend Approval

2.2
Agenda Placement

Meeting: February 19, 2026
Special Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

RESOLUTION NO. 57-25/26

NOTICE REGARDING REDUCTION OR ELIMINATION OF SERVICES
AND REDUCTION OF CLASSIFIED SERVICE

WHEREAS, the Superintendent of the Alum Rock Union Elementary School District ("District") has recommended to the District's Governing Board ("Board") that the District eliminate the following classified positions no later than the beginning of the 2026-27 school year due to lack of work and/or lack of funds;

WHEREAS, Sections 45114, 45115, 45117, 45298, and 45308 of the California Education Code authorize the Board to eliminate the service of classified positions due to lack of work and/or lack of funds;

WHEREAS, the Board has determined that as a result of lack of funds and/or lack of work, and under the authority of Sections 45114, 45115, 45117, 45298, and 45308 of the California Education Code, it is in the best interests of the District to reduce the following full-time equivalent (FTE) classified services no later than the beginning of the 2026-27 school year.

CLASSIFICATION	NO. OF FULL-TIME Equivalent Positions FTE
COMMUNITY LIAISON 9.5MO (3.75 FTE equals five (5) positions at .75 FTE each)	3.7500
WELLNESS CENTER SITE SPECIALIST	6.0000

WHEREAS, the Board is required by law to give notice, no later than March 15, 2026, to all classified employees affected by any decision to reduce or eliminate the above-listed classified services;

NOW THEREFORE BE IT RESOLVED THAT:

A. The Board hereby determines to reduce classified services as specified in the recommendation set forth in the recitals above, no later than the beginning of the 2026-2027 school year.

Sandra Garcia, Interim Superintendent

Board of Trustees: Linda Chavez, President , Andrés Quintero, Vice-President
Minh Pham, Clerk ·Minh Nguyen, Member·Corina Herrera-Loera, Member

B. The Board hereby determines that, as a result of the above-stated reduction of classified services, (the "Reduction in Force"), it will be necessary to terminate at the end of the 2025-2026 school year the employment of classified employees in a quantity and kind equal to the FTEs specified in the recommendation set forth in the recitals above.

C. No later than March 15, 2026, pursuant to Education Code section 45117, the Board and all affected permanent classified employees shall be given written notice by the Superintendent or the Superintendent's designee that it has been recommended that the notice be given to the permanent employee, stating the reasons that the employee's services will not be required for the 2026-2027 school year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

D. Nothing herein shall be deemed to confer any rights upon probationary classified employees, short-term employees as defined section 45103, or any other employees not specifically granted such rights by statute.

E. The District Superintendent or her designee is directed to send appropriate notices to all employees affected by the above-listed reduction and elimination of classified services in accordance with the provisions of the California Education Code, and to take all necessary action to to implement this Resolution, and to afford the employees all rights to which they are entitled under the law and the applicable Collective Bargaining Agreement.

ADOPTED by the Alum Rock Union Elementary School District Board of Trustees on February 19, 2026. By the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

Alum Rock Union Elementary School District
Dated: February 19, 2026

CERTIFIED AS A TRUE AND CORRECT COPY:

_____

Minh Pham, Clerk of the Board

3.1

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: February 16, 2026

Subject: **Approve Proposal #25146 for Architectural and Engineering Services Related to the Installation of Kindergarten Permanent Portable Classrooms at the Former Renaissance at Fischer Campus.**

Support Information: Staff requested a proposal from Finney Architects for architectural and engineering services related to the design and installation of eleven (11) new 36 x 40 portable classrooms at the former Renaissance at Fischer campus. The proposed scope of work may include:

- Installation of concrete foundations where the portable classrooms will be flush with the grade.
- Plumbing, sewer, electrical, low voltage, power, and fire alarm systems inside each of the portable classrooms.
- Bathrooms within each classroom.

This project will support the campus expansion by providing additional classroom space to accommodate the needs of Pre-K and Kindergarten students.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: Staff recommends the Board of Trustees approve proposal #25146 and enter into a contract with Finney Architects in the amount of $300,000 for architectural and engineering services related to the installation of eleven permanent portable classrooms at the former Renaissance at Fischer campus.

Approved by: Eric Wasinger Title: Senior Executive of Bonds, Maintenance, Operations, and Transportation

To the Board of Trustees: Meeting: February 19, 2026

Recommended Approval

3.1

Agenda Placement

Special Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FINNEY
ARCHITECTS

Campbell Office
2155 So. Bascom Ave., Suite 250
Campbell, CA 95008-3279

Central Coast Office
380 Pacific Street
San Luis Obispo, CA 93401

Sacramento Office
641 Fulton Avenue, Suite 212
Sacramento, CA 95825

E-mail: mark@finneyarchitects.com
Website: www.finneyarchitects.com
408.398.1450

February 6, 2026

Mr. Eric Wasinger
Senior Executive of Bonds, Maintenance, Operations and Transportation
2930 Gay Avenue
San Jose, CA 95127

Subject: **Architectural and Engineering Fee Proposal for**
Fischer MS Kindergarten Portable Permanent Classrooms
Finney Architects Project Number #25146
Alum Rock Union Elementary School District

Dear Mr. Wasinger:

We are pleased to provide a written proposal for Architectural and Engineering services for your consideration. The following best describes services that we will provide once you have accepted this proposal:

SCOPE OF WORK

Design and engineering for adding 11 new 36 x 40 portable classrooms to the existing campus. These portables are difficult to find as we are unsure whether these portable buildings will be new, used, or relocated or a combination of some or all of these options. This scope of work includes concrete foundations where the portable will be flush to the grade. Scope includes bathrooms inside each of the portables. Scope include plumbing, sewer, electrical, low voltage, power and fire alarm. It is assumed that the site has the capacity to add 11 new portable classrooms.

This proposal does not include the fees for a topographic survey, soils report, boundary surveys, underground utility survey, street or public improvements, staking, compaction, and material testing, SWPPP and underground locating service and other items normally provided by the owner. This proposal does not include any specialty engineering other than what is listed above.

BASIC COMPENSATION

We propose a fixed fee of $300,000.

Should the District require printing costs for miscellaneous printing, we anticipate a reimbursable fee of 10% over the actual cost for printing as reimbursement not to exceed $200. The total PO should be $300,200.

Finney Architects, Inc. does not charge for travel.

The following is the Payment Schedule:

Principal
Mark C. Finney

Associate
Donald Barry

Project Directors
Mike Bowers
Linda Mao

Project Architects
Jackie Barbé
John Tischler
Brendan Kelly

Project Manager
Norma Jackson

Senior Designer
Jocelyn Martinez

Project Close-out Specialist
Michael Kaluzhinsky

FINNEY
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2155 So. Bascom Ave., Suite 250
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Website: www.finneyarchitects.com
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Schematic and Design Development (SD/DD)	25% of the fee
Construction Documents (CD)	45% of the fee
Bid and Award (BA)	5% of the fee
Construction Administration (CA)	25% of the fee

Finney Architects' Hourly Rate is as follows:

Principal	$ 220.00 / hr.
Project Architect/Project Manager	$ 210.00 / hr.
Job Captain Manager	$ 180.00 / hr.
Draftsperson	$ 155.00 / hr.
DSA Close-out	$ 110.00 / hr.
Clerical	$ 90.00 / hr.

ADDITIONAL SERVICES

Services beyond Basic Service described above will be invoiced based upon an hourly rate as accepted and approved by the District staff prior to work requested by the District staff. Hourly rates would only be used with the District's written approval.

TIMELINE

We will begin this project as soon as you give us directions to begin. The goal is to complete all work and installation to be completed during the summer of 2026.

Please do not hesitate to contact us for any issues that are not clearly identified.

Again, thank you for allowing us to provide a proposal for this project. We look forward to working with you again.

Sincerely yours,
Finney Architects, Inc.



Mark C. Finney, President
Architect
C-24673

Principal
Mark C. Finney

Associate
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3.2

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: February 17, 2026

Subject: **Approve Proposal #26026 for Architectural and Engineering Services Related to the Parking Lot Expansion at the Former Renaissance at Fischer Campus.**

Support Information: Finney Architects has submitted Proposal #26026 for architectural design and engineering services to expand the front parking area at the former Renaissance at Fischer campus. The project includes the development of a new drop-off area in front of the administration building, which will connect to the current parking lot.

The proposed scope of work includes:

- Expansion of the existing parking lot with a new layout and striping.
- Upgrades to meet current ADA requirements as mandated and approved by the Division of the State Architect (DSA).
- Compliance with Title 5 requirements.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: Staff recommends the Board of Trustees approve proposal #26026 and enter into a contract with Finney Architects in the amount of $250,000 for architectural and engineering services related to the parking lot expansion at the former Renaissance at Fischer campus.

Approved by: Eric Wasinger Title: Senior Executive of Bonds, Maintenance, Operations, and Transportation

To the Board of Trustees: Meeting: February 19, 2026

Recommended Approval

3.2
Agenda Placement

Special Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FINNEY
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February 6, 2026

Mr. Eric Wasinger
Senior Executive of Bonds, Maintenance, Operations and Transportation
2930 Gay Avenue
San Jose, CA 95127

Subject: **Architectural and Engineering Fee Proposal for Fischer MS Parking Lot Expansion**
Finney Architects Project Number #26026
Alum Rock Union Elementary School District

Dear Mr. Wasinger:

We are pleased to provide a written proposal for Architectural and Engineering services for your consideration. The following best describes services that we will provide once you have accepted this proposal:

SCOPE OF WORK

Design and engineering for expanding the front parking area to include a new drop-off area that fronts the existing administration area and then connects to the existing parking lot. This scope of work includes expanding the existing parking lot with new layout and striping. Our scope of work includes upgrading ADA requirements as mandated and approved by the Division of the State Architect. The new parking expansion will need to comply with Title 5.

This project is not exempt from DSA thus review is needed. We will provide civil engineering and landscape architecture.

This proposal does not include the fees for a topographic survey, soils report, boundary surveys, underground utility survey, street or public improvements, staking, compaction, and material testing, SWPPP and underground locating service and other items normally provided by the owner. This proposal does not include any specialty engineering other than what is listed above.

BASIC COMPENSATION

We propose a fixed fee of $250,000.

Should the District require printing costs for miscellaneous printing, we anticipate a reimbursable fee of 10% over the actual cost for printing as reimbursement not to exceed $200. The total PO should be $250,200.

Finney Architects, Inc. does not charge for travel.

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641 Fulton Avenue, Suite 212
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E-mail: mark@finneyarchitects.com
Website: www.finneyarchitects.com
408.398.1450

The following is the Payment Schedule:

Schematic and Design Development (SD/DD)	25% of the fee
Construction Documents (CD)	45% of the fee
Bid and Award (BA)	5% of the fee
Construction Administration (CA)	25% of the fee

Finney Architects' Hourly Rate is as follows:

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ADDITIONAL SERVICES

Services beyond Basic Service described above will be invoiced based upon an hourly rate as accepted and approved by the District staff prior to work requested by the District staff. Hourly rates would only be used with the District's written approval.

TIMELINE

We will begin this project as soon as you give us directions to begin. The goal is to complete all work and installation to be completed during the summer of 2026.

Please do not hesitate to contact us for any issues that are not clearly identified.

Again, thank you for allowing us to provide a proposal for this project. We look forward to working with you again.

Sincerely yours,
Finney Architects, Inc.

Mark C. Finney, President
Architect
C-24673

Principal
Mark C. Finney

Associate
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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

3.3

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 18, 2026

Subject: **Approve Piggyback 21024 through Santa Rita Union School District for the Purchase and Installation of Modular Classrooms at the Former Renaissance at Fischer Campus.**

Support Information: Per California Public Contract Code, 20118, the governing board of any school district may, without advertising for bids, utilize a piggyback contract for the purchase of materials and supplies when it is determined to be in the best interest of the District. This process allows for the efficient acquisition of items such as portable classrooms.

Staff proposes to utilize Piggyback 21024 through Santa Rita Union School District to contract with Mobil Modular Management Corporation for the purchase and installation of eleven (11) modular classrooms at the former Renaissance at Fischer campus.

Mobil Modular specializes in providing modular structures for commercial, educational, government, and industrial use and can support the expansion needs of the campus by delivering and installing the required classroom facilities.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the use of Piggyback 21024 through Santa Rita Union School District and authorize entering into contract with Mobile Modular Management Corporation in the amount of $4,146,806 for the purchase and installation of eleven (11) modular classrooms at the former Renaissance at Fischer campus.

Approved by: Eric Wasinger EW PT Title: Senior Executive of Bonds, Maintenance, Operations and Transportation

To the Board of Trustees: Meeting: February 19, 2026
Special Board Meeting

Recommend Approval

3.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Santa Rita
Union School District
57 Russell Road, Salinas CA 93906 (831) 443-7200 www.santaritaschools.org

January 31, 2023

Miss Dana Hanson
Mobile Modular Management Corporation
5700 Las Positas Rd.
Livermore, CA 94551

Subject: Notice of Award

Project Title: Santa Rita Union School District Bid No. 21024 – Piggyback for Modular Classrooms

Dear Miss Hanson,

Thank you for submitting your bid for the Piggyback of Modular Classrooms Contract. Santa Rita Union School District ("District") has completed its review of the bids submitted in response to the Districts' bid package for the Piggyback Contract bid. Accordingly, we are pleased to inform you the Santa Rita Union School District Board of Education has awarded Mobile Modular Management Corporation the contract as the lowest responsible bidder at the board meeting held January 25, 2023.

Thank you for participation in this process.

We look forward to working with you.

Melissa Alderman
Superintendent Chief Business Officer
Santa Rita Union School District

Serving the students of Santa Rita –

Superintendent: *Melissa Alderman* *malderman@santaritaschools.org*	*Chief Business Officer* *Rosa Zamudio* *rzamudio@santaritaschools.org*	*Director of Student Services & Special Education:* *Melanie Grunde* *mgrunde@santaritaschools.org*	*Director of Nutritional Services* *Chuck Helm* *chelm@santaritaschools.org*	*Board of Trustees:* *Mr. Diego Jacob Sandoval* *Mrs. Elva Arellano* *Mr. Sunil "Neil" Patel* *Ms. Sarah Turner* *Ms. Cindy Lopez*
Assistant Superintendent Of Human Resources: *Becky Moore* *bmoore@santaritaschools.org*	*Director of Curriculum & Instruction:* *Donna Koenig* *dkoenig@santaritaschools.org*	*Director of Parent & Family Engagement:* *Dr. Summer Prather-Smith* *sprather@santaritaschools.org*	*Director of MOTF* *Victor Sandoval* *vsandoval@santaritaschools.org*	

Gavilan View Middle 443-7212, John Gutierrez Middle 443-3300, La Joya Elementary 443-7216, McKinnon Elementary 443-7224, New Republic Elementary 443-7248, Santa Rita Elementary 443-7221, Little Bear Creek Preschool 453-0929

mobile modular

a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-587745
Date of Quote	
Quote Expiration Date:	
Estimate Del Date	07/15/2026
Buyer PO#:	**TBD**

Buyer Name and Billing Address	Site Information	Seller Name
Alum Rock ESD ("Buyer") 2930 Gay Ave San Jose, CA 95127 Eric Wasinger Phone #: 1 (408) 928-6800	Eric Wasinger 1720 Hopkins Drive, Fischer MS San Jose, CA 95122 Cell: 1 (408) 928-6800	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") **Questions?** Contact: Matt Araujo matt.araujo@mobilemodular.com Direct Phone: (925) 245-4221

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 36x40 DSA II (NonStd) ()	11		$3,248,586.00	Y
Restroom, 12x40 DSA II (Item2005) (Boy/Girl/Staff/Staff.Configuration and Fixture Count Varies.May or May Not Include Access Area.Fiberglass Reinforced Plastic (FRP) interior.No windows.)	1		$185,241.00	Y

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 36x40 DSA II (NonStd) ()				
Delivery	33	$2,282.00	$75,306.00	N
Delivery Pilot	33	$430.00	$14,190.00	N
Delivery Permit	33	$350.00	$11,550.00	N
Block and Level Building	11	$15,345.00	$168,795.00	N
Additional Labor, Delivery Transport (Haul from factory to Mobile Modular yard.)	11	$5,940.00	$65,340.00	N
Additional Labor, Stage/Shuttle (Blvl) (Staging Area to Pick Point)	33	$1,180.00	$38,940.00	N
Fee, State Inspection (DSA Inspection Fee & In Plant Inspections)	11	$16,418.00	$180,598.00	Y
Restroom, 12x40 DSA II (Item2005) (Boy/Girl/Staff/Staff.Configuration and Fixture Count Varies.May or May Not Include Access Area.Fiberglass Reinforced Plastic (FRP) interior.No windows.)				
Delivery	1	$2,282.00	$2,282.00	N
Delivery Pilot	1	$430.00	$430.00	N
Delivery Permit	1	$350.00	$350.00	N
Block and Level Building	1	$6,959.00	$6,959.00	N
Additional Labor, Delivery Transport (Haul from factory to Mobile Modular yard.)	1	$1,980.00	$1,980.00	N
Fee, State Inspection (DSA Inspection Fee & In Plant Inspections)	1	$9,194.00	$9,194.00	Y
Additional Labor, Stage/Shuttle (Blvl) (Staging Area to Pick Point)	1	$1,180.00	$1,180.00	N

a Division of McGrath RentCorp
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Total Estimated Charges

Subtotal	$4,010,921.00
Taxes	$135,885.71
Total Charges (including tax)	**$4,146,806.71**

Special Notes

Pricing does not include crane costs. Crane services will be issued as a change order once pricing is received from a union crane provider.

Pricing does not include the concrete foundation

Pricing does not include connecting the concrete foundation to the buildings

Union wages quoted

Dumpster to be supplied by others.

Quote does not include any interior or exterior utilities including plumbing or water

Pricing is based on buildings being minimum 2 feet apart

CLASSROOM BUILDING INCLUSIONS:
65 lb floor load, 20lb roof load, 20ga single slope galvanized metal roof, (2) 3070 hollow metal doors w/AMS standard panic hardware and accessories, Duratemp T1-11 exterior panel siding, non-enclosed overhangs (5'front and 2' rear), electric wall mounted exterior HVAC unit w/standard thermostat, 8'6" t-bar ceiling w/2x4 layin fiberglass ceiling tiles, vinyl tackboard wall covering, (2) 4x8 white markerboards, 6 LF of plastic laminate base cabinets with plastic laminate countertop w/4" backsplash with (1) stainless steel classroom sink w/single faucet and w/bubbler (cold water only), 6 LF of plastic laminate upper cabinets (cabinets extend where restroom is crossed off on the floor plan) and 12 LF of plastic laminate tall cabinets, LED 2x4 lights with wattstopper controls, fire extinguisher, (1) single-phase 200 amp panel, (2) single occupancy restrooms per floor plan (2 buildings will have both restrooms at kinder height with floor mounted water closets and 9 buildings will have 1 ea restroom at adult height with wall mounted water closets and 1 ea restroom at kinder height with floor mounted water closets), 3070 solid core wood interior doors w/timely frame at restrooms w/AMS standard door hardware and accessories, full height FRP walls, sheet vinyl flooring w/6" self-coved, grid ceiling w/fiberglass 2x4 ceiling tiles, wall mounted lavatory, mirror, grab bar and ADA TP dispenser, (2) 8040 International Window series 6220 sliding dual glazed bronze anodized aluminum framed windows, provisions for concrete foundation design only (per AMS PC based on 12" footings and 18" crawlspace), Max Ss value: 2.44, 2022 CBC/Energy Code, WUI compliant.

CLASSROOM EXCLUSIONS:
Floor covering (except sheet vinyl at restrooms), floor covering underlayment, rubber wall base, delivery, set-up, fire alarm, sales tax, fire sprinklers and support for future fire sprinklers, low voltage system, signage, clock/speaker boxes, locks on cabinets, any blocking, TV/TV wallmounts, window coverings, master keying, electronic door hardware / door prep / access control, EMS system, integration/gateway/controls for EMS system, floor receptacles, hot water, provisions for concrete foundation attachment (presumed method of attachment will be welded), cribs, embeds, vents/grates, ramps, landings, ramp transitions/ramp transitions at top of ramps, wood foundation system, wood foundation material, mat slab, piles, custom foundation design, soils remediation.

The proposed DSA classrooms and restroom are ineligible to be placed in climate zones 1 & 16

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RESTROOM INCLUSIONS:
65 lb floor load, 20lb roof load, 8'6" t-bar ceiling w/fiberglass faced ceiling tiles, Duratemp T1-11 exterior panel siding, wall mounted fixtures, LED lights with wattstopper controls, dual slope roof, 20ga galv metal roof, 2ft nonenclosed
overhangs, single-phase 125 amp panel, sheet vinyl flooring, FRP wall finish, metal toilet partitions, (1) floor drain per student restroom / (2) total per restroom building, mirror and ADA grab bars only, mop sink, 6 gallon water heater (for janitor room and staff RR), floor mounted water closets w/flush valve at boys/girls restrooms, and wall mounted adult height at staff restroom, provisions for concrete foundation design only (per AMS PC based on 12" footings and 18" crawlspace), Max Ss value: 1.955 (max with soils report), 2022 CBC/Energy Code, WUI compliant.

RESTROOM EXCLUSIONS:
Restroom accessories (other than noted), delivery, set-up, fire alarm
system, fire sprinklers and support for future fire sprinklers, low voltage system, signage, clock/speaker boxes, ramps/landings, ramp transitions, wood foundation system, wood foundation material, mat slab, piles, custom foundation design, soils remediation, master keying, EMS system, provisions for concrete foundation attachment (presumed method of attachment will be welded), cribs, embeds, vents/grates, hot water (other than noted in inclusions), any type of blocking for awning over doors.

Cabinetry (California): Cabinetry provided may contain particleboard which is known to emit certain levels of formaldehyde. Low and formaldehyde free options are available for an additional cost.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agrement and/or credit approval.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

No - Prevailing Wage: Pricing does NOT include prevailing wage, certified payroll, Davis-Bacon wages, or any other labor adjustments.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

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Crane Usage: Customer must be aware that there are inherent risks associated with crane usage. While every reasonable effort will be made to prevent the occurrence of injuries or damage to property, Mobile Modular shall not be held liable should such injuries or property damage occur. Customer is solely responsible for each of the following actions which may be required to facilitate craning of the equipment: 1) notifying neighboring residents or businesses and ensuring their cooperation and compliance with all requirements to block off certain designated parking areas or street access as may be required to accommodate the delivery/removal, staging and craning of the equipment; 2) obtaining any applicable permits; and 3) signage and traffic control required to block off and/or protect parking areas, street access, sidewalks, curbs, drive surfaces, utilities, trees, planters, etc., which may be impacted by the delivery/removal and craning process. Mobile Modular shall not be responsible for the crane equipment, crane operators or any crane-related items such as road guards, spotters, rigging, or the like. Customer shall be responsible for any additional charges which may result from unforeseen conditions, such as impeded access to designated street or sidewalk areas, wind conditions or inclement weather of any kind which may cause delays or necessary rescheduling of the delivery or removal. All crane fees are based on a minimum 8-hour charge. Pricing does not include costs associated with craning the equipment out upon return. Assuming that craning shall be necessary at the time of return, Mobile Modular shall provide Customer with a quotation for craning at the time the return of the equipment is requested.

Customer Dumpster Responsibility: Customer is responsible for supplying a dumpster for debris removal for the installation and/or dismantle of the modular building(s).

Fire Related Items: Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.

Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Restroom buildings: Restrooms are not self-contained. Where applicable, manifolds are shipped loose; assembly and connection are the responsibility of the Customer. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Pilot Cars & Haul Permits:Pricing does not include transportation pilot cars & haul permits. Occasionally additional charges occur due to city re-routing or city/county requirements. If such requirements are applicable, Customer will be notified prior to delivery.

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

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Clarifications

- The Total Price quoted in this Agreement shall be valid through the Quote Expiration Date set forth herein or for 30 days from the Date of Quote, whichever is earlier. Notwithstanding the foregoing, in the event this Agreement is signed by Buyer after the applicable expiration date, Seller shall have the option to either accept as set forth below or reject the Agreement in writing. Seller may accept the Agreement by: (1) signing the Agreement below; (2) notifying Buyer in writing of Seller's acceptance; or (3) beginning performance of the Services set forth herein.
- This transaction is subject to prior approval of Buyer's credit to the sole satisfaction of Seller.
- Buyer is responsible for proper preparation of the Site prior to delivery of the Equipment in accordance with the terms and conditions of this Agreement.
- In-fleet used Equipment is subject to availability at the time of Buyer's signing of this Agreement.
- Unless otherwise noted, all Equipment is previously leased and in used condition. Any floor plans attached or provided are conceptual only. Materials, dimensions, and specifications might vary. Detailed specifications may be available upon request.
- A down payment may be required at the time of Buyer's execution of this Agreement, as specified in the Payment section of the Sale Terms and Conditions, or as may otherwise be specified in this Agreement.
- Sales and any other taxes will be calculated based on the applicable rates at the time of invoicing and the Total Price will be adjusted accordingly.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon Act wages or benefits, or other special or certified wages or benefits.

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This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference, and together shall collectively be one integrated contract:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at https://www.mobilemodular.com/contractterms as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:
Mobile Modular Management Corporation
a Division of McGrath RentCorp

Signature: _____

Name: _____

Title: _____

Date: _____

BUYER:
Alum Rock ESD

Signature: _____

Name: _____

Title: _____

Date: _____

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SALE TERMS AND CONDITIONS

1. **SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Equipment. "**Equipment**" means the modular buildings identified in the Agreement, and any Accessories to be furnished by Seller to Buyer. "**Accessories**" means any additions, attachments, add-ons, fitments, parts, components, or accessories to the modular buildings to be furnished by Seller to Buyer as may be specified in under this Agreement. In connection with its sale of the Equipment and Accessories, Seller shall also perform the services described in the Charges Upon Delivery and/or as clarified in the Special Notes portion of this Agreement, if applicable (the "**Services**"). This Agreement is not a construction contract or a contract for improvements to real estate or for the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance. Seller is not a designer or a manufacturer of the Equipment.

2. **PAYMENT.** Buyer shall pay Seller the Total Price set forth in the Agreement, which shall include all amounts owed for the Equipment, Accessories, and Services and which shall be subject to adjustments for changes, unknown conditions or unforeseen circumstances, including, but not limited to, driver waiting time, special transport permits, difficult site conditions, or increases in fuel prices, in accordance with the terms of this Agreement and subject to adjustments for all applicable taxes calculated at the time of invoicing (collectively, the "Purchase Price") on the applicable payment schedule listed below. Notwithstanding the possible payment schedules listed below, in the event that an alternate payment schedule is specified in the Special Notes of this Agreement, such alternate payment schedule shall supersede the payment schedules listed below. Any amounts not specified in the applicable payment schedule that hereafter become due from Buyer to Seller pursuant to the terms of this Agreement shall be due thirty (30) days after Buyer's receipt of Seller's invoice, unless a different payment period is provided herein. No payments due from Buyer shall be reduced by any abatement, setoff, or back charge of any kind whatsoever arising from any cause whatsoever. Neither title nor ownership of the Equipment shall pass to Buyer before the entire Purchase Price has been paid to Seller. Buyer hereby grants to Seller, to secure the payment and performance in full of all of Buyer's obligations under this Agreement, a security interest in the Equipment consistent with the provisions of Section 18 of the Supplemental Sale Terms and Conditions.

   (a) **NEW EQUIPMENT AND SERVICES PAYMENT SCHEDULE.**

   - Fifty percent (50%) of the Total Price upon Buyer's execution of this Agreement.
   - Forty percent (40%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
   - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).

   (b) **USED EQUIPMENT AND SERVICES PAYMENT SCHEDULE.**

   - Twenty-five percent (25%) of the Total Price upon Buyer's execution of this Agreement.
   - Sixty-five percent (65%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
   - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).

3. **SELLER SCOPE OF WORK; EXCLUSIONS; CHANGE ORDER.** Seller's scope of work is limited to (1) the procurement and/or preparation of the Equipment and Accessories (if any) to meet the specifications set forth in this Agreement; and (2) performance of the Services. The Total Price excludes all additional services, accessories, ancillary items or equipment and additional on-site labor. The following are obligations of the Buyer and specifically excluded from Seller's obligations under this Agreement: (i) permits and licensing related to the Site; (ii) Site engineering or other design services; (iii) selection or preparation of the Site (iv) utilities or temporary power, and (viii) utility connections, whether temporary or permanent. Buyer may request changes or alterations in Seller's scope of work, which Seller may or may not agree to in Seller's sole discretion. Any written change orders shall be incorporated by reference into this Agreement and subject to all Terms and Conditions set forth herein.

4. **SCHEDULE; BUYER DELAYS.**

   (a) Buyer will schedule operations such that delivery and installation of the Equipment may be carried out by Seller in one continuous operation and in proper sequence. Should there be delays in the Buyer's preparation of the Site which would delay delivery and/or installation of the Equipment, Buyer shall notify Seller no less than ten (10) days in advance of the Estimated Delivery Date. In the event Buyer fails to comply with the foregoing requirements, Buyer will reimburse Seller for actual costs and damages incurred, including a reasonable markup for overhead and profit for work performed by Seller, resulting from such delay. Any such delay resulting therefrom will extend Seller's period of performance, which may not be a day for day extension of time.

   (b) If Buyer delays delivery of the Equipment for any reason for thirty (30) days or longer from the original Estimated Delivery Date, Seller, in its sole discretion may take one or more of the following actions which Buyer shall be notified of in writing: (1) revise

prices to reflect current market rates for materials, equipment or services, which Seller shall notify Buyer of in a written change order prior to delivery of the Equipment; (2) require Buyer to pay any remaining balance of the Purchase Price in full; (3) require Buyer to pay a monthly fee for storage of the Equipment; and (4) terminate the Agreement and in so doing, Buyer shall be responsible for payment to Seller of a termination fee ("Termination Fee") for the costs incurred and profits lost as a result of Seller's performance of its obligations under this Agreement prior to such termination, and which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments previously made to Seller will be credited against the Termination Fee and amounts in excess of the Termination Fee may be refunded to Buyer. In the event that Buyer fails to timely pay the Termination Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to timely take delivery of the Equipment and/or to pay such Termination Fee.

5. **CANCELLATION.** It is understood and agreed between the parties that, upon the Buyer's execution of this Agreement and acceptance of all Buyer obligations set forth herein, Seller shall proceed with procurement of any materials, equipment, labor, or otherwise in the performance of its obligations hereunder and in so doing, may incur extraordinary costs and expenses. All sales are final and non-refundable upon delivery of the Equipment to the Site. Any requests to cancel this Agreement prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in a writing that expressly references this Agreement and provides all the terms and conditions of the cancellation. In the event Seller accepts a cancellation requested by Buyer, the terms of the cancellation will include a payment to Seller for the costs incurred and profits lost as a result of Buyer's cancellation (a "Cancellation Fee"), which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments to Seller will be credited against the Cancellation Fee and amounts in excess of the Cancellation Fee may be refunded to Buyer. No cancellation, even if accepted by Seller, shall be effective unless and until Buyer timely and fully pays the Cancellation Fee. In the event Seller accepts Buyer's cancellation but Buyer fails to timely pay the Cancellation Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to complete the cancellation.

6. **EQUIPMENT INSPECTION; ACCEPTANCE.** Following delivery and installation of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion of Seller's scope of work for such Equipment. Buyer shall immediately notify Seller in writing of any observed defects upon completion of such inspection and should Buyer fail to submit such written documentation within the foregoing timeframe, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

7. **RISK OF LOSS.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the Site.

8. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than $25,000), naming Seller as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of $1,000,000 per occurrence and $2,000,000 in the aggregate) (and with a deductible no higher than $25,000), naming Seller and its designees as additional insureds. Buyer's insurance shall be primary and non-contributory to any insurance maintained by Seller or any other additional insureds. The liability insurance policy shall contain cross-liability and waiver of subrogation provisions in favor of Seller and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Seller and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Seller. Buyer shall provide to Seller insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until Buyer has paid for the Equipment in full. Seller will not and does not provide insurance for any of Buyer's personal property that may be in or on any Equipment. Any failure by Seller to obtain or receive certificates of insurance or any endorsements prior to delivering the Equipment to Buyer will not be deemed a waiver of Buyer's obligations to procure and maintain the insurance specified herein.

9. **INDEMNIFICATION. TO THE FULL EXTENT NOT PROHIBITED BY LAW, BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "BUYER PARTY," AND COLLECTIVELY, THE "BUYER PARTIES") SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, SELLER, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS AND CONTRACTORS (INCLUDING BUT NOT LIMITED TO TRANSPORTATION AND DELIVERY VENDORS AND CONTRACTORS), AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES WHETHER INCURRED IN THE ASSESSMENT OR MANAGEMENT OF ANY CLAIM OR AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION : (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY BUYER UNDER THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF BUYER SET FORTH IN THIS AGREEMENT; (2) BUYER'S OWNERSHIP AND UTILIZATION OF THE EQUIPMENT; (3) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A BUYER PARTY CONTRIBUTED; OR (4) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY BUYER PARTY OR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT.** If the indemnity and defense obligations in this Paragraph are otherwise prohibited by law, Buyer agrees to indemnify, defend and hold the Indemnified Parties harmless from Losses to the maximum extent permitted by Law. The indemnity and defense obligations of the Buyer under this Paragraph and those elsewhere in this Agreement and any other related agreements (i) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers compensation acts, disability acts, or other employee benefit acts, (ii) shall survive any termination or expiration of this Agreement and shall apply to Losses arising before or after the performance of any obligation under this Agreement, (iii) shall not be construed to negate, abridge, or reduce any other rights, including rights of indemnity accorded by Law to the persons or entities indemnified, and (iv) shall not be limited or diminished in any way by insurance coverage.

10. **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THE total PRICE, AND SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

11. **WARRANTIES**.

(a) **USED EQUIPMENT**. Except as specifically stated in Section 6(b) below, all Equipment is previously leased or used and will exhibit normal wear and tear consistent with other used equipment of similar age or use, including with respect to wall panel surfaces, ceiling tiles, windows, flooring, general appearance, etc. **BUYER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS." SELLER MAKES NO WARRANTY, GUARANTY, OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ADEQUACY OF THE SITE OR FITNESS OF UTILITIES AT THE SITE OR THE DURABILITY, CONDITION, QUALITY, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT; AND SELLER EXPRESSLY DISCLAIMS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS SELECTED AND INSPECTED ALL EQUIPMENT PRIOR TO MAKING FULL PAYMENT OF THE TOTAL PRICE OR BEFORE ACCEPTING DELIVERY AND RISK OF LOSS, AND THAT BUYER IS SATISFIED AS TO THE EQUIPMENT'S CONDITION.**

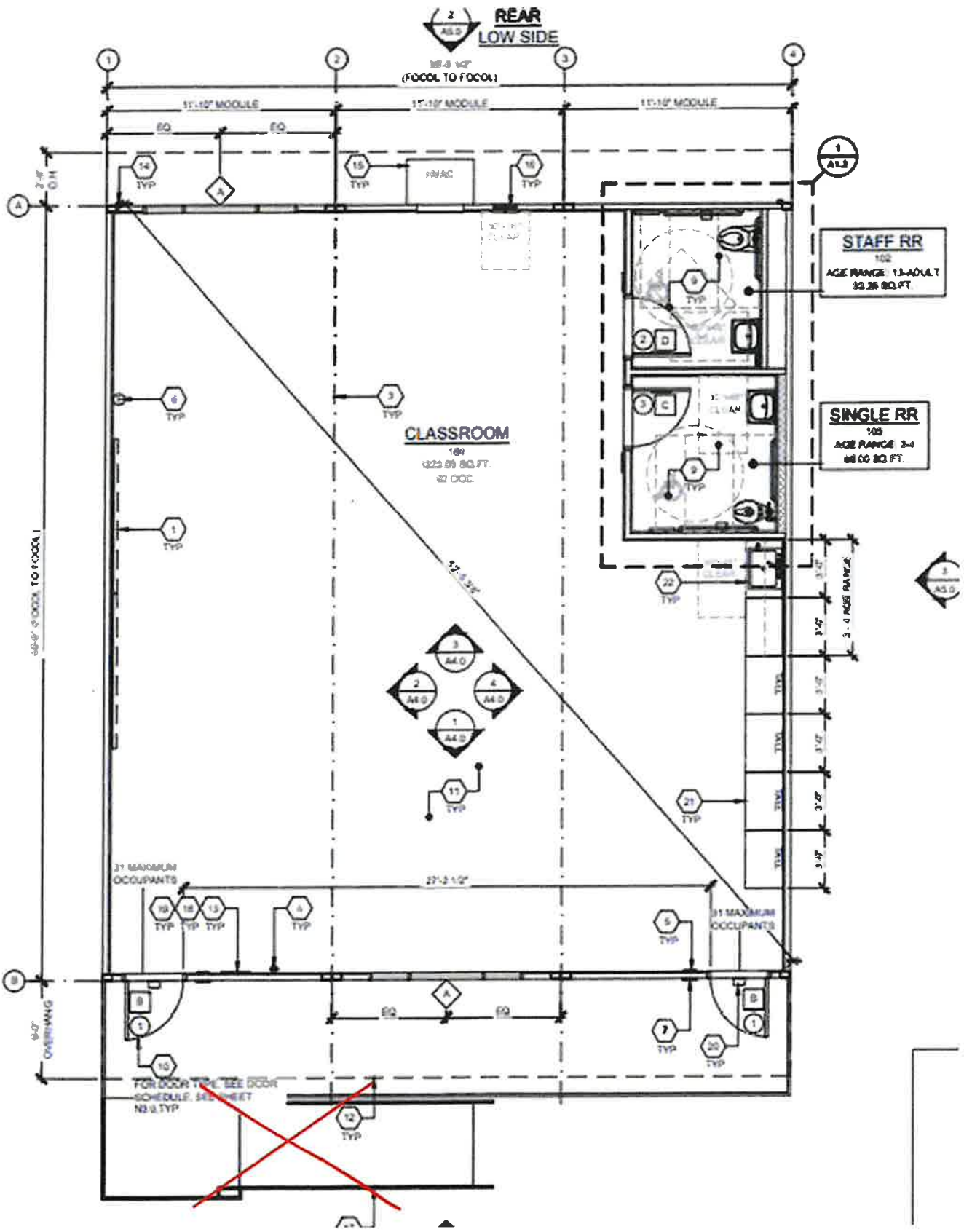
(b) **NEW EQUIPMENT**. Notwithstanding any disclaimer of warranties elsewhere in the Agreement, if the Equipment purchased under this Agreement is sold as new equipment and identified as such in the Agreement, Seller warrants in accordance with this Paragraph for twelve (12) months from the date of manufacture that the Equipment shall be new upon delivery and free from major defects in materials and workmanship that prevent its normal use and operation under normal use and regular service and maintenance by Buyer. New Accessories shall carry the warranty of the manufacturer, which Seller shall assign to Buyer to the extent transferable. Provided Buyer provides written notice to Seller of any failure or defect in the Equipment within two (2) days after its discovery and within the applicable warranty period, Seller shall replace the Equipment or repair the defect. Failure to provide timely notice shall result in a limitation or voidance of this warranty. If Buyer does not grant access for repairs during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, Buyer shall bear the cost of any overtime labor. This warranty does not extend to any Equipment that has been subjected to improper use, damaged by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **THIS EXPRESS WARRANTY FOR NEW EQUIPMENT IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND RECOURSE UNDER THIS AGREEMENT FOR NEW EQUIPMENT, AND IT IS LIEU OF, AND SELLER EXCLUDES AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**

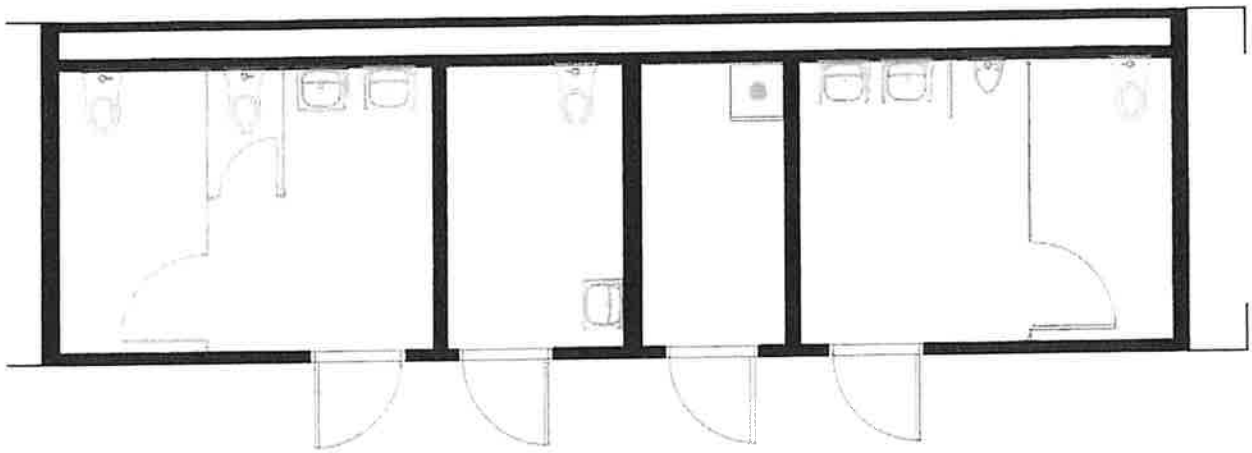
(c) **SERVICES**. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. With respect to any Services subject to a claim under the warranty set forth in this Section, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. The Seller shall not be liable for a breach of the warranties set forth in this Section unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within three (3) months of Seller's performance of the Services and within four (4) days of the time when Buyer discovers the defect. This warranty does not extend to any defect caused by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

(d) **MANUFACTURER WARRANTIES**. Seller hereby assigns to Buyer any warranties applicable to the Equipment received from a manufacturer to the extent such warranties are still applicable, in force and assignable. Buyer hereby waives, and agrees that it will not assert, any claim of any nature whatsoever against Seller based on any manufacturer warranties. If any manufacturer warranties that remain valid and in force cannot be assigned or made available to Buyer, Seller agrees to use reasonable efforts at Buyer's cost to enforce such warranties.

12. **DEFAULT; REMEDIES OF SELLER**. Each of the following shall constitute an "**Event of Default**": (1) Buyer's failure to make any required payment to Seller within ten (10) calendar days after its due date, including but not limited to Buyer's failure to make timely payments in accordance with the payment schedules in Section 2(a) through 2(b) hereof; (2) Buyer's failure in the performance of any other obligation under this Agreement and the continuance of such default for ten (10) calendar days after written notice thereof by Seller to Buyer; (3) any warranty, representation or statement made or furnished to Seller by or on behalf of Buyer proves to be false in any material respect; (4) any uninsured loss, theft, damage or destruction to, or the attempted sale or encumbrance by Buyer of, the Equipment, or any levy, seizure or attachment thereof or thereon, prior to payment of the Purchase Price in full; (5) Buyer's insolvency, dissolution, winding up, termination of existence, or cessation or discontinuance of business prior to payment of the Purchase Price in full; (6) the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, the Buyer prior to payment of the Purchase Price in full. Buyer acknowledges that any Event of Default will substantially impair the value of this Agreement to Seller; or (7) Buyer's breach of any other agreement between Buyer and Seller, regardless of whether the effective date of such agreement is before or after the Effective Date. Upon the occurrence of any Event of Default and any time thereafter prior to payment of the Purchase Price in full, Seller may exercise one or more of the following remedies: (1) terminate this Agreement; (2) declare all unpaid payments under this Agreement to be immediately due and payable; (3) direct Buyer at its expense to promptly prepare the Equipment for pickup by Seller and take possession of the Equipment wherever found, and for this purpose enter upon any premises of Buyer and remove the Equipment, without any liability to Buyer or requirement for a suit, action, bond or other proceedings; (4) use, hold, sell, lease or otherwise dispose of the Equipment on the Site or any other location without affecting the obligations of Buyer as provided in this Agreement; (6) proceed by appropriate action either in law or in equity to compel Buyer's performance or to recover damages sufficient to ensure that Seller receives the full benefit of it bargain under this Agreement, plus attorneys' fees and any other expenses paid or incurred by Seller in connection with repossession, holding, repair and subsequent disposition of the Equipment; (7) apply any deposit or down payment specified in this Agreement to payment of Seller's costs, expenses and attorneys' fees incurred in enforcing this Agreement (provided, however, nothing herein shall be construed to mean that Seller's damages are limited to the amount of such deposit or down payment); and (8) exercise any and all other rights of Seller under applicable law. These rights and remedies are nonexclusive and may be exercised concurrently or separately. Seller's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any other right under this Agreement or applicable law.

Sale Terms and Conditions, Rev01/14/25


REAR
LOW SIDE
(FOCOL TO FOCOL)
11'-10" MODULE
11'-10" MODULE
11'-10" MODULE
EQ
EQ
HVAC
STAFF RR
102
AGE RANGE: 13-ADULT
SINGLE RR
103
CLASSROOM
104
31 MAXIMUM OCCUPANTS
31 MAXIMUM OCCUPANTS
EQ
EQ
OVERHANG
FOR DOOR TYPE, SEE DOOR SCHEDULE, SHEET A9.0 TYP.



4.1

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 18, 2026

Subject: **Approve Bond Contracts/Extensions**

Support Information: The District has received a summarized list of bond contracts/extensions dates February 19, 2026.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Bond Contracts/Extensions.

Submitted by: Maria Martinez MM PT Title: Bonds Director

Approved by: Eric Wasinger EW PT Title: Senior Executive of Bonds, M.O.T.

To the Board of Trustees:

Recommend Approval

4.1
Agenda Placement

Meeting: February 19, 2026
Special Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
February 19, 2026 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Hohbach-Lewin, Inc	02/20/26	$ 87,200.00	For surveying and civil engineering services at the former Renaissance at Fischer campus - parking lot area and driveway adjustments; in addition, assist with demolition, grading, pavement, and erosion control plans, coordination through the City review process, etc.
Cal West Fence	02/20/26	$ 22,605.00	For student and staff safety, installation of perimeter fencing is necessary at Ocala STEAM Academy; Project includes installation of a six-foot galvanized fence and two single-swing pedestrian gates.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Sandra Garcia, Interim Superintendent

From: Eric Wasinger, Senior Executive of Bonds, Maintenance, Operations and Transportation

Re: Approve Proposal and Contract with Hohbach-Lewin, Inc. for Surveying and Civil Engineering Services at the Former Renaissance at Fischer Campus - Parking Lot Area and Driveway Adjustments.

Date: February 16, 2026

Staff Analysis of Services:

Surveying services will include preparation of a Topographic Survey Plan drafted in an AutoCAD format. The survey will identify and document the following:

- Spot elevations and contours at a one-half foot interval to determine drainage pattern based on the local vertical datum.
- Location of existing structures with finish floor elevations and associated exterior grades.
- Visible and overhead utilities.
- Underground utilities will be shown per observational evidence and Utility Locator markings.
- Utility Locator will mark all utilities within the survey area, that are traceable.
- Accessible underground utilities such as sanitary sewer and storm drain. Pipe inverts and sizes will also be shown.
- Tree locations and sizes for trees 6" diameter or greater with approximate driplines.
- Location and elevation of existing site features such as, but not limited to, fences, gates, driveways, fronting street pavement, walls, walkways, and other hardscape.
- Only property lines in the survey area will be shown.
- Easements, if any, will not be shown

Civil Engineering Services will include the following:

- Demolition Plan
- Grading Plan
- Pavement Plan
- Utility Plan (Storm Water)
- Erosion Control Plan
- Project Notes and Details
- Specifications
- Design Team meeting (2-1 hour meeting via Zoom)
- DSA Review Process

In addition, Hohback-Lewin, Inc. will assist with demolition, grading, pavement, and erosion control plans, as well as: Coordination through the City review process, responding to construction bidding questions, review of contractor as-built drawings, and site observations during construction.

Recommendation:
Staff recommends the Board of Trustees approve the proposal and enter into a contract with Hohbach-Lewin, Inc. in the amount of $87,200 to perform surveying and civil engineering services at the former Renaissance at Fischer Campus related to parking lot and driveway improvements.

HOHBACH-LEWIN, INC. *STRUCTURAL & CIVIL ENGINEERS*

"Timely Solutions Based On Timeless Principles"

February 4, 2026
February 13, 2026 (revised)

Eric Wassinger
Alum Rock Union Elementary School District
2888 Ocala Ave
San Jose, CA 95148

Project: Fischer Middle School Site Improvements
1720 Hopkins Dr, San Jose, CA
Hohbach-Lewin Project 18713.31

Subject: Proposal for Surveying and Civil Engineering Services

Eric:

As requested by Finney Architects, we are providing you with a proposal for Topographic Survey and Site Improvements for the Parking Lot Adjustments. Our fee only includes the Civil Engineering for the Parking Lot Area and the driveway adjustments; we did not include fees for the future building site. The Topographic Survey area is shown in the exhibit below. Our fee includes 2.5 days of Utility Location, anything more than that will be an additional fees.

PRINCIPALS:
DOUGLAS HOHBACH S.E.
DAN LEWIN S.E.
JOAQUIM ROBERTS S.E.
ANTHONY LEE S.E.
SAM SHIOTANI S.E.
LES TSO S.E.
KEVIN MORTON S.E.

ASSOCIATE PRINCIPALS:
STUART LOWE S.E.
MICHAEL RESCH S.E.

SENIOR ASSOCIATES:
VICKY RUNDORFF S.E.
GREG RODRIGUES S.E.
EDDIE HUI S.E.
STACY GADDINI S.E.
KYLE HAAS S.E.
BRENT CRAWFORD S.E.

ASSOCIATES:
BRIAN HO S.E.
PHYLLIS MAK S.E.
MOHAMED IBRAHIM S.E.
MOLLY SOUKHASEUM S.E.
ANDREW ARNOLD P.E.

DIRECTOR OF CIVIL ENGINEERING:
BILL HENN

Surveying Services:

We will prepare a Topographic Survey Plan of a portion of the property as shown on the attached exhibit. The plan will be drafted in an AutoCAD format and will indicate the following:

- Spot elevations and contours at a one-half foot interval to determine drainage pattern based on the local vertical datum.
- Location of existing structures with finish floor elevations and associated exterior grades.
- Visible and overhead utilities.
- Underground utilities will be shown per observational evidence and Utility Locator markings.
- Utility Locator will mark all utilities within the survey area, that are traceable.
- Accessible underground utilities such as sanitary sewer and storm drain. Pipe inverts and sizes will also be shown.
- Tree locations and sizes for trees 6" diameter or greater with approximate driplines.
- Location and elevation of existing site features such as, but not limited to, fences, gates, driveways, fronting street pavement, walls, walks, and other hardscape.
- Only property lines in the survey area will be shown.
- Easements, if any, will not be shown

Civil Engineering Services:

Construction Documents
Items that will be address during this phase of work

- Demolition Plan
- Grading Plan
- Pavement Plan
- Utility Plan (Storm Water)
- Erosion Control Plan
- Project Notes and Details
- Specifications
- Design Team meeting (2-1 hour meeting via Zoom)
- DSA Review Process

Construction Documents (Off-Site Plans)
Items that will be address during this phase of work

- Demolition Plan
- Grading Plan
- Pavement Plan
- Erosion Control Plan
- Project Notes and Details
- Off-site Construction Estimate
- City Review Process

Bidding/Constructions Administration Services
Items that are included during this phase

- Construction Bidding Questions
- Construction Procurement Phase
- Assist project team with response to construction questions (RFI) as needed.
- Review As-Builts from Contractor
- Site Observations – (Assumed 2 site visits during construction)

Exclusions:

1. A Geotechnical Report will be provided by Owner
2. Storm Water Treatment Plan
3. SWPPP Report
4. Storm Water Inspections for QSP requirements
5. Arborist Tree Survey and Arborist Tree Protection requirements

Surveying and Civil Engineering Fees

Topographic Survey	$27,000
Utility Locator	$ 8,200
Construction Documents (On-Site)	$28,000
DSA Review Process	$ 6,000
Construction Documents (Off-Site)	$ 8,000
City Review Process for Off-Site Improvements	$ 4,000
Construction Administration (On-site and Off-Site)	$ 6,000

Fischer Middle School
2/13/26

We propose to provide Additional Services as requested on a labor and expenses basis per the attached rate sheet.

Any meetings outside of the ones defined in the scope of the project will also be billed on a labor and expenses basis.

Direct reimbursable expenses (consisting of courier costs, CAD plotting and printing for formal submittals) incurred in the performance of these services will be billed at our direct costs plus 10%.

We will bill at the completion of project milestones. These invoices will include charges for percentage completion of basic services, and expended labor for any authorized additional services and for reimbursable expenses.

In addition to the terms contained within this proposal letter, unless specifically and mutually agreed otherwise, all provisions contained within the attached General Conditions shall apply. This proposal letter and the General Conditions constitute our Basic Service Agreement. If the above quoted terms are acceptable to you, this letter and the attached General Conditions can constitute our contract to provide professional services as well as our authorization to proceed. To execute this agreement, please sign below where indicated.

Please contact me with any questions or comments. We are looking forward to assisting you on this project.

Sincerely,

William J Henn
Director of Civil Engineering Department

Attachment: General Conditions

Signature:_____

Date: _____

Responsible Billing Party:

Name: _____

Address: _____

_____

Phone: _____

Fischer Middle School
2/13/26



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Sandra Garcia, Interim Superintendent

From: Eric Wasinger, Senior Executive of Bonds, Maintenance, Operations and Transportation

Re: Approve Proposal for Cal West Fence – Ocala STEAM Academy

Date: February 18, 2026

Staff Analysis of Services:

For student and staff safety, installation of perimeter fencing is necessary at Ocala STEAM Academy. The project would include installation of a six-foot galvanized chain link fence with one four-foot-wide gate, along with a five-foot galvanized fence and two single-swing pedestrian gates.

The fencing will enhance campus security and help ensure a safe learning environment.

The District solicited proposals for the purchase and installation of the fencing and gates. Two (2) proposals were received:

Firm Name:	Proposal Amount:
Cal West Fence	$22,605
AAA Fence Company, Inc.	$23,550

Recommendation:
It is the recommendation of the Interim Superintendent that the Board of Trustees approve the proposal with Cal West Fence in the amount of $22,605 for the purchase and installation of security fencing and gates at Ocala STEAM Academy.

CAL WEST FENCE

12505 Sycamore Ave San Martin CA, 95046
(408) 695-0015 phone (408) 695-0065 fax
License # 836779 DIR 1000055639
UNION COMPANY

PROPOSAL

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.

Alum Rock Union Elementary School District		E-MAIL	DATE **2/17/26**
PHONE NUMBER	FAX NUMBER	JOB NAME **MAIN OFFICE FENCE & GATES**	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	

We hereby submit estimates and specifications for:

Furnish and Install fence and gates per plans and specs.

- **6' TALL CHAIN LINK FENCE, 140 LF. GALVANIZED**
- **(1) SINGLE SWING GATES 4' WIDE**
- **5' TALL GALVANIZED FENCE 18' LF.**
- **(2) SINGLE SWING PEDESTRIAN GATES**
- **REMOVE EXISTING BLACK STEEL FENCE**
- **INSTALL 6' TALL FENCE**
- **(1) SINGLE SWING GATE 4' WIDE**
- **(1) DOUBLE SWING GATES 15' WIDE**
- **NEW FENCE LAYOUT PER ATTACHED SKETCH**

EXCLUSIONS: Lay out, permit fees, surveying, clearing and grubbing, staking, core drilling, backfill, locating & repairing underground utilities, off-haul, cylinders and cores. **NOTICE TO OWNER:** (Section 7019 - Contractors License Law) - Under the Mechanics' Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Twenty-Two Thousand Six Hundred And Five dollars ($ 22,605)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Diery Maldonado

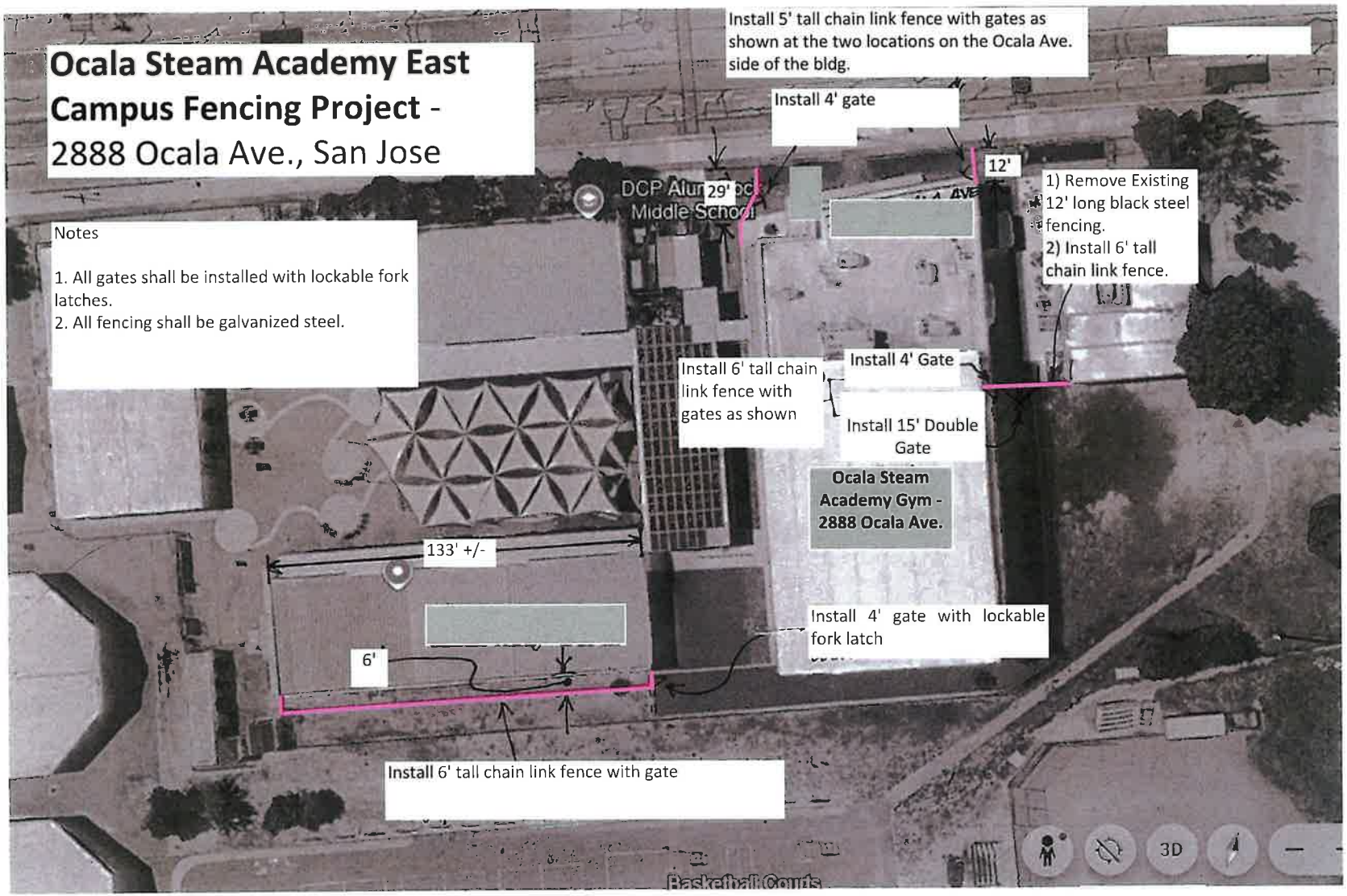
Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____


Ocala Steam Academy East
Campus Fencing Project -
2888 Ocala Ave., San Jose
Notes
1. All gates shall be installed with lockable fork latches.
2. All fencing shall be galvanized steel.
Install 5' tall chain link fence with gates as shown at the two locations on the Ocala Ave. side of the bldg.
Install 4' gate
12'
29'
1) Remove Existing 12' long black steel fencing.
2) Install 6' tall chain link fence.
Install 6' tall chain link fence with gates as shown
Install 4' Gate
Install 15' Double Gate
Ocala Steam Academy Gym - 2888 Ocala Ave.
133' +/-
6'
Install 4' gate with lockable fork latch
Install 6' tall chain link fence with gate
3D

AAA FENCE COMPANY, INC.

2560 San Juan Hollister Road, Hollister, CA 95023 - Phone: 408.727.5465
License #522762 DIR #1000002526

PROPOSAL

Project: **Ocala Steam Academy East Campus Fencing Project**

Attention: Estimating
Date: 2/12/2026
Time: 12:30 P.M

INCLUSIONS: **UNION** -signatory to Laborers' Union

Location: **San Jose**
Small Business SBE #44402 State of California

Estimator: Lino Gamboa
Addenda Noted:

Phone: 408-625-0267
Move-Ins Included:

E-Mail: lino@aaafenceco.com
Additional Move-Ins: 1500
CA Lic. #522762 DIR #1000002526

Includes Installation and Tax. [x] **Prevailing Wage Included if Checked**

Bid Item	Description	Number of Units	Type	Unit Price	Total Price
1	**Chainlink Fence and Gates Include- No Spec** - 33'LF of 5'H Galvanized Chainlink Fence to Match Exisitng @ Front of School - 2(EA) 4'W x 5'H Single Swing Walk Gates With Padlockable Hardware - 150'LF of 6'H Galvanized Chainlink Fence to Match Exisitng @ Back of School - 2(EA) 4'W x 6'H Single Swing Walk Gates With Padlockable Hardware - 1(EA) 15'W x 6'H Double Swing Walk Gate With Padlockable Hardware **See All Exclusions Below**	1	LS		$23,300.00
Optional Insurance	***Waiver of Subrogation on Workers Compensation Insurance is an additional $250.00***			ADD	$250.00

IMPORTANT NOTE - Due to the Volatility of the Steel Market, prices quoted above are good for only 30 days from date of Proposal.

EXCLUSIONS: Bond Premium, Waiver of Subrogation on Workers Compensation Insurance, Building Permits, Railroad Protective Liability Policy, Special Coverage Insurance Premiums, Penalties for Delays beyond AAA Fence Control, Clearing / Grubing, Grading, Concrete & Asphalt Patching, Lightning Protection System, Electrical Grounding, Temporary Fences, Surveys and Layout staking, Traffic Control, Painting, Demo / Removal of fences, Embeds for fence posts such as Weld Plates / Post Pockets / Sonitube or Sleeves, Core-Drilling and Saw Cutting, Dewatering or Casings for post holes that encounter water during or after post hole drilling, Removal or Disposal of Dirt Spoils (Dirt spoils will be left near the fence post holes), Removal or Disposal of Hazardous Substances, Padlocks & Locking Hardware, Keying and cores for locks, Primus Cores, Knox Boxes and Knox Padlocks, Guardrails, Handrails, Concrete Mowbands and Flat Work, Hand Digging post holes, Potholing, Liability For Locating Underground Utilities (except as identified by USA Underground), Liability For Damages To Un-located Underground Utilities, Landscape Restoration - Damages or repairs to landscaping, flower / planter beds, trees, shrubbery, drain lines and pipes, sprinklers and irrigation lines, electrical or phone lines, etc..during installation of this scope of work. Repairs to exisitng fences as needed, Windscreens, Guardrails, Railings, Handrails, Signs on fences and gates, Bollards, POWER, FENCE GROUNDING & ELECTRICAL WORK, CONDUITS, TELEPHONE LINE(S), ACCESS CONTROL WIRING, AND ACCESS CONTROLS EXCLUDED UNLESS SPECIFICALLY INCLUDED ABOVE. (CONDUITS BY OTHERS TO BE CLEARLY LABELED, MARKED ON DRAWINGS, AND HAVE PULL STRINGS.), ENGINEERING CALCULATIONS, STAMPED DRAWING, CAD DRAWINGS, 3D DRAWINGS, BIM MODELING,UNDERGROUND UTILITIES BEYOND U.S.A. ARE TO BE LOCATED AND CLEARLY MARKED, OR EXPOSED BY G.C., OWNER, END USER OR THEIR RESPECTIVE REPRESENTATIVE PRIOR TO MOBILIZATION TO BEGIN DIGGING. Panic Hardware, Setting sleeves into concrete pad

Note: All Terminal and Corner Points shall be located and clearly marked prior to our crews arrival unless otherwise indicated herein. Fence line location is the sole responsibility of the General Contractors.

Change Orders / Extra Work shall be quoted prior to being performed and requires a written Change Order prior to beginning work. Any Extra Work performed on a Time and Material Basis shall be charges at $105.00 per man per hour for Normal Time and $130.00 per man per hour for overtime ($500.00 minimum Charge), Equipment Charge cost plus 20%, Materials cost is standard Contractors price, Subcontractors cost plus 10%. Time starts when the crew leaves our yard and ends when the crew returns to the yard. Rates include our work truck.

Proposal is Valid for 30 Days - Acceptance of this Proposal will require this Proposal and Bid Clarifications to be incorporated into the Contract Documents as an Exhibit and shall include all Exclusions noted above. AAA Fence Company will be provided with two complete sets of plans and specifications free of charge. AAA Fence Company's Bid Clarifications listed below are incorporated into and made part of this Proposal. The Proposal, Bid Clarifications, and Exclusions are Material terms of the bid Proposal and any subcontract agreement. After 30 Days the Proposal & prices shall not be reasonably relied upon.

AAA Fence Company, Inc. Bid Clarifications

1. AAA Fence Company, Inc. is not responsible for damage to our work caused by acts of God, including but not limited to, earthquake, windstorm and flood. It is the responsibility of the owner or general contractor to provide builders risk insurance to cover the value of our work until the final payment is made. We will be named as an insured under the project's builders risk policy.

2. AAA Fence Company, Inc. is not responsible for deductibles under builders risk policy, wrap-up policies, or other project insurance policies exceeding $10,000 per occurrence.

3. AAA Fence Company, Inc. is not responsible for design errors or for faulty plans or specifications.

4. AAA Fence Company, Inc. is not responsible for the negligent acts of others (with the exception of our own subcontractors), including architects, engineers, other contractors, inspectors, ect.

5. AAA Fence Company, Inc. is not responsible for indemnity broader than "caused by our negligence," in accordance with Civil Code Section 2782.

6. AAA Fence Company, Inc. is not responsible for any pollutants or hazardous substances encountered at the jobsite. AAA Fence Company, Inc. will not remove or dispose of hazardous materials, dirt or debris for the jobsite.

7. AAA Fence Company, Inc. contract language is not to be interpreted in excess of the project's specifications and our scope of work for the specific job.

8. AAA Fence Company, Inc. participation in any OCIP or Wrap Up insurance program is subject to our company's review of the OCIP manual, its terms and coverage conditions and limits of coverage. The insurance premium credit will not exceed our company's insurance premium cost and rates. Under no circumstances shall our company's contribution to a self-insured retention or deductible exceed our current program deductible or $10,000, whichever is less.

9. After 30 days the Proposal and Bid shall not be reasonably relied upon in any fashion that may subject AAA Fence Company, Inc. to a claim for damages based on promissory estoppel, or otherwise.

AAA Fence Company, Inc.

Jordan Williams - *Vice President*

The above Bid Clarifications are material terms of the Proposal and shall be incorporated into and considered material terms of any subcontract agreement.