



FACILITIES SUBCOMMITTEE MEETING
Gilroy Unified School District – via Zoom teleconference
9 a.m. Friday, March 5, 2021

1.

ITEM	PAGE #
A. Approval of minutes: Feb 5, 2021	1-6

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Acoustic consultant for band room	Brownell MS	Salter Inc.	\$12,500	Measure E	7-10
B. IH AQM monitoring for band room	Brownell MS	EnviroScience	\$17,298	Measure E	11
C. Additional cameras	Christopher HS	QoVo Inc.	\$10,444.84	Measure E & Site Funds	12-21
D. Increase in P.O. for NorCal Portables, Inc.	Gilroy HS	Norcal Portables Inc.	\$6,000	Measure E	22-24
E. Inspector of record	South Valley MS	Zalinski / Powers	TBD	Measure E	25-26
F. Soils management engineering	South Valley MS	Padre Associates	\$45,960	Measure E	27-35
G. Pre-construction agreement amendment	South Valley VMS	Flint Builders, Inc.	\$1.140M	Measure E	36-71
H. School cleanup agreement	South Valley MS	DTSC	\$ 77,563	Measure E	72-108
I. MAAS data field elements mapping for auto importation	Facilities	MAAS	\$3,500	Measure E	109-111

3. MAINTENANCE (DAN MCAULIFFE)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. HVAC assessment update	Various	N/A	N/A	N/A	N/A

4. ALVARO MEZA'S ITEMS

ITEM	SITE	PAGE #
A. SCCOE South County project request	South County Annex	112-121

OTHER PROJECTS/FACILITY ISSUES AT SITES

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

NEXT MEETING: 9 A.M. FRIDAY, April 2, 2021

FACILITIES SUBCOMMITTEE – GUSD

Friday, Feb. 5, 2021

PRESENT

Debbie Flores

Mark Good

David Laboranti

Dan McAuliffe

Alvaro Meza

Paul Nadeau

Anna O'Connor

James Pace

Linda Piceno

Aurelio Rodriguez

Matt Brandon and team, Flint Builders

Joe Vela and team, Aedis Architects

MEETING CALLED TO ORDER: 9:01 a.m.

APPROVAL OF MINUTES FROM JAN. 8, 2021:

- Mark made the motion to approve. Dr. Flores seconded.
- All approve.

BROWNELL MS: MUSIC ROOM DISCUSSION

- Estimated \$600K from Measure E
- Aedis Architects
- This is proposal to update a room in back corner of the gym building. The proposal is to gutting the room: take out casework; install new finishes throughout the room; remove drop ceiling to create large volume of space to help with acoustics; panels on walls; skylight would remain; add cabinets for instrument storage.
- This room is a good size for the program needs. A storage room is next door to the classroom, which would allow space for instrument storage.
- This has come from a request from three middle school music teachers. They raised equity issues and acoustics problems about Brownell not having a dedicated space for band.
- This is an estimated, not-to-exceed cost. The abatement process for this project may be the more variable because of the age of building.
- The other part of the building, which was being updated, is going through abatement – but the original plan was not to abate not the whole building.
- Dr. Flores: Can you come back with more finalized numbers so the committee can make a better decision?
 - Paul: Yes, but the timing is key. If we decide to go with it, it would be better while Flint is still on site.
- James: Should the noise from P.E. in the gym next door be a concern?
 - David: For now, the classes don't overlap enough to be a concern.

- This would not be for band and choir. Choir has opted to stay in the room it has now. This room could be used for other purposes. This could become a one of the two extra classrooms that could be converted to daily classroom use in the future.
- The aim is to be done at the end of May, when the project is set to be wrapped up.
- Linda: The band teachers should be consulted about this for their input on this design.
- Paul proposes that the committee set a “not-to-exceed” amount so that the abatement process can start and the band teachers can be consulted.
- Does this have to go to the Feb. 11 board meeting? If so, the timing is tight because the agenda is being posted today. If not, it would have to wait until the March 4 meeting, possibly going as a ratification.
 - Mark: To avoid a ratification, district personnel should discuss further at the end of this meeting how they’d like proceed. Once decided, then Paul can give direction to Flint, etc.
- David: Will choir’s requests be considered?
 - Choir (carpet) and P.E.’s (widen door way) requests will be done as part of the gym’s overall upgrades.
- With district personnel (later in the meeting):
 - We have \$4.6M in contingencies in the overall modernization budget. About \$1.3M is earmarked for anticipated expenditures, including \$600K for music room and \$400K for the gym contingencies. That leaves about \$3.3M left in the Brownell modernization budget.
 - What’s the limit we want to spend on the band room? The redesign of the ceiling would be the biggest cost. We should also consider whether two sets of lockers are needed or is one set in the storage room is enough?
- Next steps: The abatement and ordering of “long-lead items” will go forward. Paul will gather more information about more exact cost estimates for the other parts of the room (the ceiling, extra storage, etc.) for the committee to consider.

BROWNELL MS: MONITOR STANDS FOR CLASSROOMS

- \$24,196.95 from Measure E.
- CDW-G
- This is a proposal for 36 stands that would put each monitor on a cart. One per classroom.
- When the monitors were installed, some were installed on wall mounts, which sometimes covered casework (media center) or were in the way of doors (some STEM labs).
- Paul: This is an IT program but Flint installed.
- They can be kept on the wall but they’d have to be moved. Or they can go on the carts in this proposal. Teachers have said they’d like one mounted and one on a cart. The carts are like the ones in the math building at Gilroy HS, which the teachers have enjoyed.
- David recommends installing future monitors for sixth-graders lower because those students are generally smaller.
- Paul says this could be updated throughout the campus: One moved to a cart, one on a mount that’s been moved to a better spot.
- We haven’t had problems with stolen carts or monitors at Gilroy HS.
- Also, Paul will look in to moving the tree that’s in front of the school name at front of the school.
- Next steps: This would go the board for approval.

SOUTH VALLEY MS: DESIGN UPDATE

- Aedis Architects
- Through the RFP process, Hummingbird was selected as the modular building manufacturer for this project. The design has been based on row house and village concepts. The goal was to include modular efficiencies without the modular look. The latest iteration of the design adds details on the roof elevations so they're not as linear at the base design.
- Mark: What is the maintenance look like for building with so many colors?
 - Hummingbird: The products are be low-maintenance so the upkeep would be nominal in the grand scheme of things.
 - Paul: It may be about the same as Brownell because this design includes about the same number of the hues.
- James: Which parts of the buildings have overhangs for dry paths? Should we be concerned about this if there aren't consistent dry paths?
 - Aedis: All doors have overhang, minimum 5 feet wide with varying heights. Parapet, no doors.
 - Overhangs can be added to make continuous dry paths.
 - Guillermo Ramos should be consulted about the design proposal, specifically the village concept with the question about whether overhangs are needed or not.
- The village concept is coming in below the cost estimate of the base design by \$150K to \$250K.
- The classrooms have sloped roofs with exposed ceilings. The restrooms do not have sloped roofs.
- Next steps: Follow-up meeting with Aedis and Hummingbird with Principal Ramos to review plans. Paul will pass along the outcome of the meeting for one of Dr. Flores' Sunday report.

BROWNELL MS: ADDITIONAL ARCHITECTURE FEES 1:

- \$183,451 from Measure E
- Aedis Architects
- This is the difference between the estimated costs and the actual costs.
- Moving into contingency money for this project.
- This doesn't include the work for the band room update because that wasn't part of the original contract or estimates.
- Next steps: This does not go to the board because it's a contingency that's part of the board-approved budget.

BROWNELL MS: DOOR STATION INSTALLATION

- \$1,218.52 from Measure E
- QoVo, Inc.
- This is an intercom system that allows visitors communicate with the office staff.
- Next steps: This will go to the board for approval.

ROD KELLEY, EL ROBLE, GLEN VIEW: AT-RISK INSURANCE FOR AIPG INSTALLS

- \$1,768
- Zurich Inc.
- This is builders' risk insurance for the playground projects. It's not provided in the county grant that is paying for everything else for these playgrounds.

- This would be the only cost to the district for these projects.
- Next steps: This will go to the board for approval.

TBD: RE-LOCATION OF ADULT ED FROM SOUTH VALLEY MS CAMPUS

- With the South Valley MS modernization project, Adult Ed will have to be re-housed.
- The program has four classrooms and an office. Three classrooms are used for instruction. The fourth is used for child care for the students' families.
- Dr. Flores this will go cabinet for discussion.
- Next steps: This will go on the agenda for future cabinet discussion.

GILROY HS: ADDITIONAL INSPECTOR OF RECORD FEES FOR LIGHTING PROJECT

- \$6,300 from Measure E
- Jerome Zalinski
- This would cover the additional fees for inspector services for the pool lighting.
- Next steps: This will go to the board for approval.

ALL: DISTRICT STANDARDS UPDATE

- These set the standards for design-related things – colors, finishes, etc. – across the district.
- These were last updated in 2017. These changes for these go to the board for approval.
- Next steps: This will go the board for approval for the March 4 meeting.

MAINTENANCE (DAN McAULIFFE)

GILROY HS AND ADB/SOUTH COUNTY ANNEX: ROOFING NEEDS

- TREMCO Consultant Contractor
- We may have to defer this project until the site is done being used as a vaccination center.
- The roof needs to be restored on both gyms. A restoration is less disruptive than a total replacement.
- The M and H buildings also have significant leaks.
- The projects can't co-exist with the vaccination site because of access conflicts, noise, mess, etc.
- Dan estimates that with some leak patches, we can get through the winter until the fixes can be addressed in summer 2022. The leaks can be isolated until the work can be done in 2022.
- The vaccination center is the priority to our residents.
- The showers and coach office areas will also need attention soon. Dan recommends waiting until after the vaccination site is done. He will also explore whether at least some of the work can be done during school breaks.
- Next steps: Dan recommends the restoration be postponed until after the vaccination site is finished at Gilroy HS. Dan will work with TREMCO to identify what roof patches can be made now to get the site through the next year.

TRANSPORTATION AND MAINTENANCE YARDS: STORM WATER CONCERNS

- Information only.
- We have to sample the flood water after every storm at the parking lots of this area.

- The tester expressed concern after the last storm on first look. Depending the tests results, we may have to address in the future.

ALL REMAINING SITES: HVAC ASSESSMENTS #2

- Not to exceed \$395K for continuing of the assessment to the rest of the district. This is not for repairs that come up from the assessment.
- Team Val's and Cypress.
- Alpha Air
- The assessments at the two comprehensive high schools cost \$66K. \$90K in repairs at Gilroy HS. Minor repairs at \$15K or so at Christopher HS.
- Priority is on the elementary schools. They will be quick. Brownell MS will be quick because even though it's bigger, it's a new site. We will have two teams to do two sites at the same time.
- Next steps: This is going to the board on Feb. 11.

ALL SITES: TREE RISK ASSESSMENT ARBORIST REPORT

- \$9,675
- Anderson's Tree Care
- This would be for a risk assessment for all trees in the district.
- Next steps: Dan is waiting for one more bid to come in so he can take the best price option to the board.

RUCKER ES: ROOF REPLACEMENT FOR FIRE PUMP HOUSE

- \$8,548
- Waterproofing Associates
- This is to replace the roof of this structure is near the MPR and water-storage tanks. It may have vandalized at some point plus weather damage.
- Next steps: This will go to the board for approval.

MAINTENANCE YARD: ROOF REPLACEMENT FOR OLD PUMP HOUSE

- \$6,708 Waterproofing Associates
- The building houses data connections and other important items.
- This is to replace the roof as soon as possible to avoid damage to the stored items. We've been using a tarp as a temporary solution but more is needed.
- Next steps: This will go to the board for approval.

SAFETY AND SECURITY (AURELIO RODRIGUEZ)

GLEN VIEW ES: SECURITY CAMERAS

- \$32,228.78
- QoVo
- The principal has expressed concerns about safety at the school with issues in the neighborhood.
- Most of the perimeter would be covered by these cameras. One spot on 9th Street has a gate but no camera. Aurelio recommends moving a camera here or adding one.

- This is an issue the board needs to consider district-wide. The funding source would also need to be identified.
- Aurelio will tell the principal that this will be revisited later in the year while a funding source is identified and the board considers the issue district-wide.
- Next steps: This is not approved. The board would have to address this as a district-wide need and identify a potential source of funding.

OTHER PROJECTS

- **GILROY HS:** The contractor estimates for the courtyard projects have been coming back at as much as \$900K. That's much higher than the original \$300K project budget. Paul has sent it back to architects to rework. But even after that, the project looks like it's closer to \$570K – still more than original budget. More value engineering has brought it closer to \$500K. This project should be completed to finish this area of the campus. This would be end of the math building project at this school. Anything less would be a disservice to this campus. The question is how much money do we want to spend. One option to fund it with funds is left over from pool project.
 - Dr. Flores: Can we revisit this design? Can we schedule a meeting to look at the site? Dr. Flores, James, Mark, Alvaro and Paul will meet at Gilroy HS at 8 a.m. Monday to discuss the project. Dr. Flores will update Linda.

MEETING ADJOURNED: 11:42 a.m.

24 February 2021

Scott Burnham
Aedis Architects
387 S. 1st Street, Suite 300
San Jose, CA 95113
sburnham@aedisarchitects.com

**Subject: Brownell Middle School Music Room Renovation, Gilroy, CA –
Proposal for Acoustical Consulting Services**

Dear Scott:

Thank you for giving us the opportunity to prepare a proposal for this project. We understand you will be renovating an existing classroom into an approximately 1300 square foot music room at Brownell Middle School. We understand the music room will be used for band practice and instruction, and will include speakers to listen to music. It will include an adjoining practice room, and is adjacent to a gym and a storage area. We understand the school's approach to sound isolation between the band room and adjacent spaces is administrative control and the primary focus of the acoustical analysis will be room acoustics.

SCOPE OF SERVICES

We expect that acoustical consulting services will include the following:

Main Report

1. Visit the existing space to better understand existing conditions and constraints
2. Review a set of architectural and mechanical plans for the music room
3. Recommend sound absorbing and diffusing finishes for the floor, ceiling, and walls of the music room. To the extent possible, we will work with you to identify products and materials that can be re-used in the new building, assuming the project schedules support this
4. Recommend finishes and sound isolation measures for the practice room. We expect to provide both a premanufactured practice pod and constructed options
5. Provide recommendations for new ductwork
6. Deliver acoustical recommendations in a single letter report, with plan markups, sketch details, and product information attached to help communicate recommendations
7. Participate in a follow-up call to review recommendations and discuss options

Follow-up Coordination

We have assumed up to 12 hours of follow-up coordination, which may include the following:

1. Review and comment on follow-up elevations of sound absorptive treatment
2. Review and comment on submittals, RFIs, and substitution requests related to acoustics

Construction Site Visit (Optional)

Perform a construction site walk to observe the installation of acoustic doors, finishes, and/or framing. Follow up on the site visit with a written memo of our findings and recommendations

Post-Installation Acoustical Measurements (Optional)

The purpose of post-construction acoustical measurements is to verify that acoustical design goals have been met and/or to identify areas where remedial action may be needed

1. Measure reverberation time in the music room
2. Measure sound isolation at the practice room
3. Measure HVAC noise levels
4. Produce a written report of findings and recommendations

FEE ESTIMATE

We plan to provide acoustical consulting services on a time and expense basis in accordance with the attached Terms and Conditions. Estimated maximum fees are as follows:

Basic Services

Main Report	\$5,000
Follow-up Coordination	\$2,500

Optional Services

Construction Site Visit.....	\$1,500
Post-Construction Acoustical Measurements	\$3,500

The above fee estimates include instrumentation use charges. We do not anticipate incurring any other reimbursable expenses.

ADDITIONAL SERVICES

The following services are not included in the above scope. We can provide a separate proposal for these services, if needed.

- Acoustical consulting for other spaces or areas
- Sound isolation and HVAC noise reduction recommendations
- Low-voltage technology, including audiovisual systems, telecommunications infrastructure, and security systems design
- Substantial redesign due to value engineering or owner-requested changes
- Additional meetings, drawing reviews, or site visits, including participation in weekly or bi-weekly coordination meetings
- LEED, WELL, or similar documentation, if the project elects to pursue points for acoustics
- Construction noise assessment
- Evaluation of ground-borne vibration or vibration in the structure
- Acoustical demonstrations, simulations, and computer models

We look forward to working with you on this project. To authorize us to proceed, please sign in the space provided below and return one copy to our office. Please call if you have questions.

Best,

CHARLES M. SALTER ASSOCIATES, INC.



Greg Enenstein
Senior Consultant



Philip Sanders, LEED® AP
Senior Vice President

AGREED AND ACCEPTED

By: _____
Aedis Architects

Date: _____

Enclosure

erl/pfsa 2021-02-24 Brownell MS Music Room Reno Ac Proposal Salter

TERMS AND CONDITIONS

Insurance

Type	Rate
General Liability	\$2,000,000
Workers Compensation	\$1,000,000
Automobile Liability	\$1,000,000

Professional Liability ("Errors and Omissions"): Professional liability of Charles M. Salter Associates, Inc. (Salter), its officers, employees, and subconsultants is limited to \$50,000 or our total fee, whichever is less. The above limitation of professional liability can be increased to \$1,000,000 by increasing our total fee by 10% prior to start of our services.

Schedule of Hourly Rates

Role	Rate
President and Senior Vice President	\$400
Vice President	\$325
Senior Associate	\$275
Associate	\$225
Senior Consultant	\$195
Consultant	\$170
Technical Assistant	\$115

Reimbursable expenses such as travel, subsistence, meals, lodging, and project-related materials are billed in addition at cost. Measurement instrumentation-use charges are at our standard rates.

Invoices for technical labor, reimbursable expenses, and instrumentation use are rendered monthly for services performed during the previous month. Payment for each invoice is due within 30 days.

Proposals are valid for 60 days. The total fee will be applied as we deem appropriate among the tasks. All proposals assume that services proceed without unreasonable delays, redesign, or scope changes. Such occurrences may warrant a renegotiation of fees. The schedule of hourly rates is valid for one year from the proposal date. A renegotiation of our hourly rates may be required after this period.

Salter specifications input and details have all rights reserved by Charles M. Salter Associates, Inc. These documents are for use only on the project for which Salter is retained. It is the project architect's and/or engineer-of-record's responsibility to coordinate and verify the suitability of all specifications input and details as appropriate for the project. To facilitate drawing reviews, we require drawing files to be electronically transmitted to us or posted online (with notification of posting) in PDF file format, in addition to any AutoCAD or Revit background/model files necessary for design purposes.

Site visits and observations, if any, conducted by our firm relate only to our services. We are not responsible for the safety of others at the job site.

MUSIC ROOM PROPOSAL

Proposal Date: 02/25/21	Requested By: Ms. Marissa Van Patten	Req. #: TBD	Proposal #: P83
Project #: 181-18.310 Client: Gilroy USD Attn: Ms. Marissa Van Patten Project manager, Facilities Address: 7810 Arroyo Circle Gilroy, CA 95020 Tel: (408) 612-2720 Email: marissa.vanpatten@gilroyunified.org		Pjct Loc'n: BROWNELL MS • MUSIC ROOM IH Monitoring & Abatement Oversight Services Scope: <ol style="list-style-type: none"> 1) Mini Submittal review & approval 2) Daily IH monitoring & perimeter air sampling 3) Final clearance inspection & air sampling 4) Clearance air sample analysis by TEM 5) Final report of all abatement activities/clearances 	

ITEM	DESCRIPTION	COST
1	Management Services prior to Abatement.Start.....	\$ — 995.00 \$ 695.00
	<ul style="list-style-type: none"> • Response to technical questions • Issuance of clarifications to the scope of haz-mat work (as needed) • Abatement contractor MINI-submittal review • Response to submittal deficiencies • Issuance of authorization to proceed 	
2	Abatement Services by a DOSH-Certified Contractor.....	By Others
3	IH MONITORING SERVICES:	
	<ul style="list-style-type: none"> • Daily IH monitoring • Perimeter air sampling • Abatement oversight • Daily inspections • Air sample analysis by PCM at a certified indep. Lab • Daily photo and field documentation 	
	9 Shifts @ \$1,275 / Shift	\$ 11,475.00
4	TEM CLEARANCE AIR SAMPLING:	
	<ul style="list-style-type: none"> • ESI will analyze all clearance air samples by TEM as required by EPA under AHERA regulations for Schools K-12 	
	1 TEM Set @ \$995 / Set	\$ 995.00
5	Post Abatement Documentation & Final Report	\$ 1,250.00
	<ul style="list-style-type: none"> • Summary of all field activities & daily field logs • Air sampling analytical data • Abatement personnel records • Hazardous waste manifests • Non hazardous waste tracking forms 	
SUB-TOTAL		\$ 14,415.00
(Based on 9 days of AQM)		
20% Contingency		\$ 2,883.00
TOTAL PROPOSAL		\$ 17,298.00



We have prepared a quote for you

GUSD Christopher High School Pump House and
Storage Area Cameras Install

Quote # Q-GG003138
Version 2

Prepared for:

Gilroy Unified School District

Paul Nadeau
paul.nadeau@gilroyunified.org

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Wednesday, February 10, 2021

Gilroy Unified School District
Paul Nadeau
7810 Arroyo Circle
Gilroy, CA 95020
paul.nadeau@gilroyunified.org

Dear Paul,

QOVO Solutions, Inc. is pleased to present this proposal for hardware and services as requested. We pride ourselves on the quality and simplicity of the solutions that we deliver and our company was founded on philosophy that the customer makes the business.

The following is included in this proposal:

Video Surveillance Cameras, Network switch and installation including configuration and customer hand-off with documentation and training as proposed with optional additional items (specified optional).

Hardware licensing as support as specified with advanced hardware replacement and 7x24 support available through the hardware manufacturer.

- 3 - Cameras and Licensing for CHS Pump House Locations
- 2 Cameras Installed in storage areas.
- Wiring and Installation of said equipment affixed to existing structures
- On going maintenance is quoted as optional and is highly recommended. As it will cover all labor to replace cameras and switches if needed. Also include quarterly as needed cleanings.

Ongoing maintenance as proposed and available through QOVO Solutions, Inc. (QSI) typically proposed monthly, quarterly or yearly.

Please do not hesitate to let us know if there are any questions.
Sincerely;

A handwritten signature in black ink, appearing to be "P. Nadeau", with a small dot at the end of the signature.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE








Garth Gilmour

QOVO Solutions, Inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE




HARDWARE

Line#	Qty	Description	Price	Ext. Price
1.1	5	CB51-30E-HW Verkada CB51-E Outdoor Bullet Camera, 5MP, Varifocal Lens, 30 Days of Storage	\$1,049.25	\$5,246.25
1.2	1	Misc Material  Conduit, Mounting Boxes, Velcro, zip ties. Mounti Conduit, Mounting Boxes, Velcro, zip ties. Mounting screws and unistrut.	\$104.00	\$104.00
1.3	3	IC1078F6BK ICC Cat 6 HD Modular Connector, Black  ICC Cat 6 HD Modular Connector, White - 1 x RJ-45 Female - Black	\$5.99	\$17.97
1.4	3	ICPCSD03BL ICC Cat 6 Molded Patch Cord  Category 6 for Network Device - Patch Cable - 3 ft - 25 Pack - 1 x RJ-45 Male Network - 1 x RJ-45 Male Network - Gold Plated Contact - Blue	\$7.99	\$23.97
1.5	0.75	OE-CAT6PWH Plenum - Cat6 4 pair UTP ethernet cable WHT BOX  23/4 C6 CMP/FT6 WHT 1M RL/BOX	\$390.00	\$292.50
1.6	3	RJ45 RJ45 Passthrough Connector 	\$2.53	\$7.59
1.7		Camera Options		

Subtotal: \$5,692.28

Estimated Tax: \$512.31

LICENSING & MFR. SUPPORT

Line#	Qty	Description	Price	Ext. Price
2.1	5	LIC-3Y Verkada 3 Year License 	\$374.25	\$1,871.25




- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



LICENSING & MFR. SUPPORT


Line#	Qty	Description	Price	Ext. Price
			Subtotal:	\$1,871.25

PROFESSIONAL SERVICES

Line#	Qty	Description	Price	Ext. Price
3.1	2	PS-WP-INT Camera Interior - Wire Placement 	\$290.00	\$580.00
3.2	3	PS-WP-EXT Camera Exterior - Wire Placement 	\$345.00	\$1,035.00
3.3	5	PS-CAM-INST Camera Installation, Configuration, alignment, network config and labeling. 	\$125.00	\$625.00
			Subtotal:	\$2,240.00

OPTIONAL SURVEILLANCE SUPPORT - MONTHLY

* Contains Optional Items

Line#	Qty	Description	Recurring	Ext. Recurring
4.1	5*	QSCS-CAM 20 Plus Camera Support 20 +  Camera Support fee per camera over 20th camera	\$3.00	\$15.00
			* Optional Monthly Subtotal:	\$15.00


- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



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.

SHIPPING

Line#	Qty	Description	Price	Ext. Price
6.1	1	UPS-GROUND  UPS-GROUND SHIPPING	\$129.00	\$129.00

Subtotal: \$129.00

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



GUSD Christopher High School Pump House and Storage Area Cameras Install

Prepared by:

QOVO Solutions, Inc.
Garth Gilmour
844.768.6462
garth@qovoinc.com

Prepared for:

Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
Paul Nadeau
(408) 726-1686
paul.nadeau@gilroyunified.org

Quote Information:

Quote #: Q-GG003138
Version: 2
Delivery Date: 02/09/2021
Expiration Date: 03/06/2021

Quote Summary

Description	Amount
HARDWARE	\$5,692.28
LICENSING & MFR. SUPPORT	\$1,871.25
PROFESSIONAL SERVICES	\$2,240.00
Subtotal:	\$9,803.53
Shipping:	\$129.00
Estimated Tax:	\$512.31
Total:	\$10,444.84

*Optional Expenses

Description	Recurring
OPTIONAL SURVEILLANCE SUPPORT - MONTHLY	\$15.00
Optional Subtotal:	\$15.00

Payment Details

Description	Payments	Interval	Amount
Mobilization Deposit			
Mobilization Deposit Billed Upon Approved Contract.	1	One-Time	\$5,222.42
Progress Billing			
Progress Billing @ 100% Completion	1	One-Time	\$5,222.42

- 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.

Gilroy Unified School District

Signature:

A handwritten signature in black ink, appearing to read 'Garth Gilmour', is written over a horizontal line.

Name: Garth Gilmour

Title:

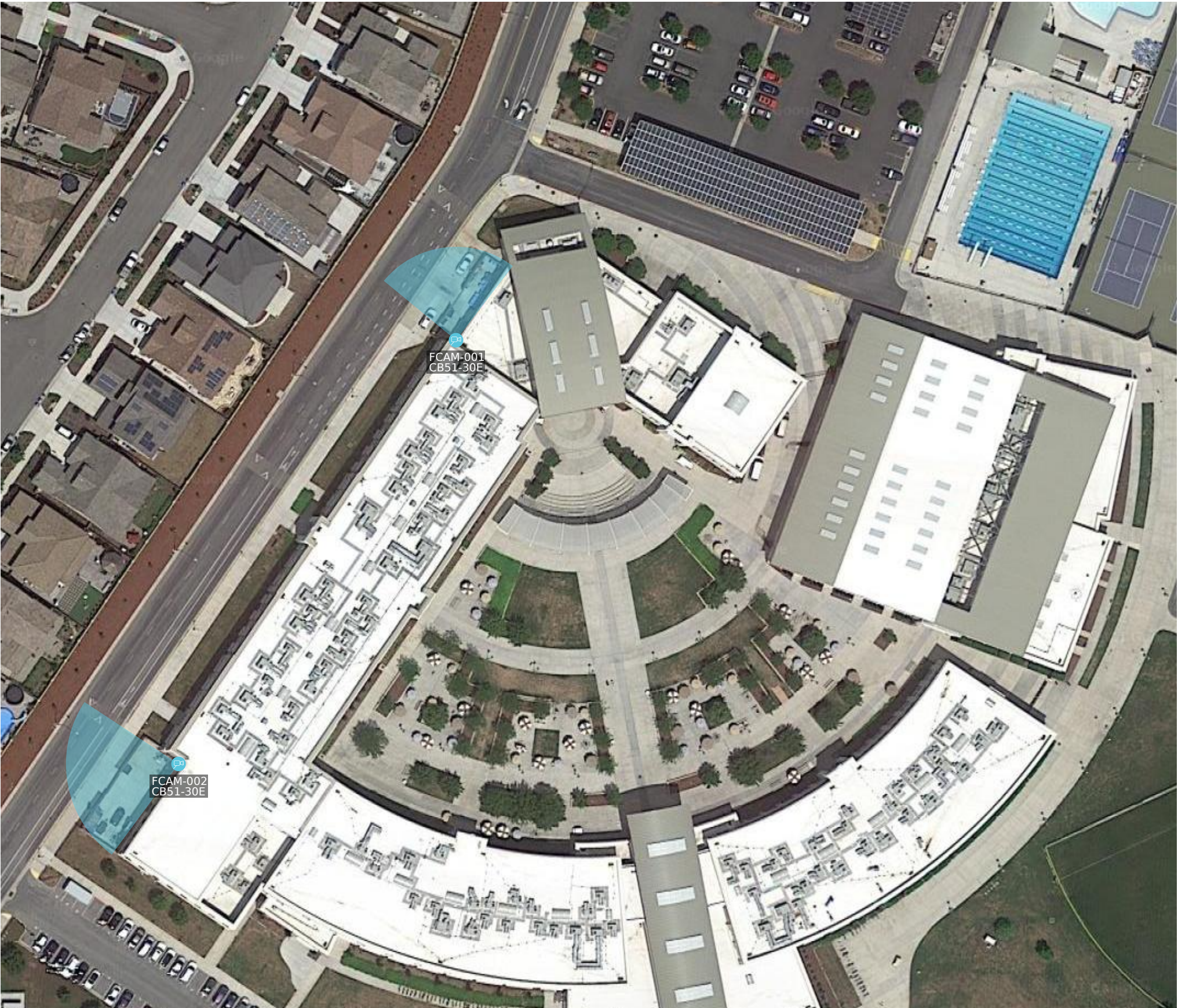
Date: 02/09/2021

Signature:

Name: Paul Nadeau

Date:







NOR*CAL Portable Services, Inc.
P.O. Box 53328
San Jose, CA 95153

888-667-2256
FAX: 408-413-5454
info@norcalportableservices.com

Remittance Address:
NOR*CAL Portable Services, Inc.
P.O. Box 53328
San Jose, CA 95153

Invoice

Date	Invoice #
9/18/2020	122617

Bill To
Gilroy Unified School District 7810 Arroyo Circle Gilroy, CA 95020 Attn: Accounts Payable

Ship To
Gilroy High School 850 10th Street Gilroy

COPY

		P.O. Number	Terms	Due Date	Project
			NET 30 Days	10/18/2020	
Quantity	Description	Price Each		Amount	
560	3/26/20 - 9/26/20 Rental Renewal: 560' Temporary Fence Panels	4.00		2,240.00	

Rental Agreement and Conditions

Lessee Acknowledges- Receipt of said equipment in good working condition and repair and upon expiration of Lessee's use thereof, Lessee shall return same to Lessor, in as good condition and repair as when delivered, subject to reasonable wear and tear. Customer responsible for lost or stolen equipment.

Lessee Agrees- To pay the specified rent for use of said equipment- To not release this equipment from Lessee's control without prior authorization from Lessor- To not move said equipment to any other job without prior consent of Lessor- To assume sole responsibility for proper placing of said rented equipment on the job location- To indemnify Lessor against all loss, damage, expense, and penalty arising from any action or claim on account of any injury to person or property of any character whatsoever occasioned by the operation, handling, transportation-

To pay Lessor reasonable attorney's fees and collection costs incurred by Lessor in enforcing the terms of this agreement, in the event Lessee breaches any of the terms of the agreement, or Lessee fails to pay rent or to pay for damages to said equipment while in Lessee's possession.

Total \$2,240.00

NOTE: One week's notice is required for the removal of the rental equipment. A \$25.00 Fee will be added to all NSF Checks. Finance Charges of 10% per Month Late Fee Penalty Applies (APR 18%)

Payments/Credits \$0.00

Balance Due \$2,240.00



P.O. Box 53328
San Jose, CA 95153

Main: 888-667-2256
FAX: 408-413-5454
info@norcalportableservices.com

Invoice

Date	Invoice #
3/18/2020	117090

Remittance Address:
NOR*CAL Portable Services, Inc.
P.O. Box 53328
San Jose, CA 95153

Bill To	Ship To
Gilroy Unified School District 7810 Arroyo Circle Gilroy, CA 95020 Attn: Accounts Payable	Gilroy High School 850 10th Street Gilroy

P.O. Number	Terms	Due Date	Project
	NET 30 Days	4/17/2020	

Quantity	Description	Price Each	Amount
2	3/3/20 Fence Labor: Reinstall Approx. 16 Panels On Site (2 Workers, 2 Hours)	170.00	340.00
<i>We Appreciate Your Business!</i>			

Rental Agreement and Conditions

Lessee Acknowledges- Receipt of said equipment in good working condition and repair and upon expiration of Lessee's use thereof, Lessee shall return same to Lessor, in as good condition and repair as when delivered, subject to reasonable wear and tear. Customer responsible for lost or stolen equipment.

Lessee Agrees- To pay the specified rent for use of said equipment- To not release this equipment from Lessee's control without prior authorization from Lessor- To not move said equipment to any other job without prior consent of Lessor- To assume sole responsibility for proper placing of said rented equipment on the job location- To indemnify Lessor against all loss, damage, expense, and penalty arising from any action or claim on account of any injury to person or property of any character whatsoever occasioned by the operation, handling, transportation-

To pay Lessor reasonable attorney's fees and collection costs incurred by Lessor in enforcing the terms of this agreement, in the event Lessee breaches any of the terms of the agreement, or Lessee fails to pay rent or to pay for damages to said equipment while in Lessee's possession.

Total \$340.00

NOTE: One week's notice is required for the removal of the rental equipment. A \$25.00 Fee will be added to all NSF Checks. Finance Charges of 10% per Month Late Fee Penalty Applies (APR 18%)

Payments/Credits \$0.00

Balance Due \$340.00



QUOTE

Quote Date: 3/3/2021

Quote Expires: 30 - Days

NOR*CAL Portable Services

PO Box 53328

San Jose, CA 95153

408-842-8448 / 888-667-2256 / 408-842-8405 FAX

Bill To:

Paul Nadeau

Gilroy Unified School District

Ship To:

Job Name/Job #:

Delivery Date: TBD

Pick-Up Date:

paul.nadeau@gilroyunified.org

(408) 726-1686

Product / Service	Description	QTY	Unit Price	Billing	Extended Price
Temporary Fence Panels 6' X 10'	delivery, set-up, rental up to 6-months, pick-up	560 ft.	\$4.00	up to six months	\$2,240.00

TOTAL: \$2,240.00

Quote includes (1) set-up and (1) pick-up. Additional charges will apply for partial pick-ups. **Quoted price does not include tax, appropriate tax will be charged when required.** All fence deliveries are subject to a minimum order charge. Changes to orders must be agreed to prior to delivery or additional charges will apply. NOR*CAL does not assume responsibility for lost or damaged items on a rental site. The cost of replacement or repair will be the responsibility of the customer.

**Customer is responsible for marking underground utilities before installing post driven fence

**Additional standby time will be charged an hourly rate of \$75.00 per person.

I have read, understand and agree to all of the above conditions.

Customer Signature:

Printed Name:

Date:

Note: Additional \$1,120 for 3/26/21 to 6/30/21 if needed.

CONSTRUCTION SERVICES OF JEROME R. ZALINSKI

P.O. Box 36, Gustine, Ca. 95322-0036

Cell (209) 652-9447

Calif. Contractors Lic.# 356114 DSA/ORS Cert.# 2520 OSHPD Cert.# 20814

September 22, 2020

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

Mr. Nadeau

We are pleased to provide you with proposals for inspection services for the new South Valley Brown Middle School new campus project in the Gilroy Unified School District. The proposal is based on project set-up; pre-construction preliminaries, on-site construction (28 = Months) and project close out.

Project Description and proposal amount as follows:

South Valley New Middle School Project (28 months)	
Project set up and pre-construction preliminaries	= \$12,500
On-site Construction (27 Months X \$25,000)	= \$675,000
Project Close out	= \$12,500
	<hr/>
Total Anticipated budget	= \$700,000

District to supply each Inspector with a minimum 8ft by 12ft (96 sq. ft.) of office space on project site for Summer projects (10 weeks or less) and 10ft by 300ft (300 sq. ft.) for projects with duration exceeding 10 weeks. With internet connection available in office. Office MUST be left on-site until ALL (includes punch list) work is completed on-site.

Class 1 or 2 Assistant Inspector may be assigned (if DSA requires) to this project.

Estimates are based on plans, specification and information received on or before the above date. If the schedule duration is extended or accelerated by the School District or the Contractor, or additional work is added to the project scope, additional costs may be incurred by the District under this proposal.

If District, Architect or DSA requires additional coverage on any of the noted projects that project budget shall be reevaluated.

Projects must close out within 90 days of substantial completion/occupancy for projects up to 10 weeks scheduled duration and 180 days of projects exceeding 10 weeks of scheduled duration or addition costs may incur.

This proposal shall be an attachment to any contract issued by the District for the above noted work.

Thank You



Jerome R. Zalinski
Principal Inspector

Fred Powers Construction Inspection

Fred Powers-Owner

3203 De Forest Road

Marina, CA.

(925) 872-7291

fpowers0361@sbcglobal.net

February 26, 2021

Inspection Services Proposal for the South Valley Middle School Campus Replacement

Mr. Paul Nadeau,

As an Independent Contractor with a DSA Class 1 Certification, I would like to make the following proposal to provide my inspection services for the future South Valley Middle School Campus Replacement project in Gilroy, CA:

I'm proposing a monthly flat rate of \$15,000 per month payable on a 30-day monthly schedule. Your current estimated project schedule was noted as 23 months which will equate to a total of \$345,000 for a 23 month schedule. Any approved added scope beyond the noted 23 month schedule will remain at the approved \$15,000 per month.

The aforementioned \$15,000 per month is based a rate similar to \$85/hr., but for unlimited hours each and every month of the entire project. No overtime or premium rate will be required or ever requested throughout the entire project.

Note: Any Professional E&O insurance required by the District will be an added monthly reimbursable cost to the District per the most cost effective predetermined rate.

I hope you find my proposal acceptable for your needs.

Respectfully,

Fred Powers,

DSA Class 1 DSA Project Inspector

(925) 872-7291

February 24, 2021
Project Number: 2101-0111

Mr. Paul Nadeau
Director of Facilities Planning & Management
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, California 95020

Subject: **Proposal to Complete an SSI–Part 2 and RAW for South Valley Middle School, Gilroy, California**

Dear Mr. Nadeau:

Padre Associates, Inc. (Padre) appreciates the opportunity to provide Gilroy Unified School District (District) with this proposal to complete a supplemental site investigation – part 2 (SSI-Part 2), and a removal action workplan (RAW) for the South Valley Middle School located at 385 I.O.O.F. Avenue in Gilroy, Santa Clara County, California (Project Site).

This proposal is based on a review of existing environmental reports for the Project Site and a conference call held on February 23, 2021 with the California Department of Toxic Substances Control (DTSC).

Existing Environmental Reports

Padre reviewed the following environmental reports for the Project Site:

- *Targeted Site Investigation, Preliminary Environmental Assessment, South Valley Middle School, 385 I.O.O.F. Avenue, Gilroy (Geocon, June 2019).*
- *Targeted Site Investigation / Supplemental Site Investigation Summary Report, South Valley Middle School, 385 I.O.O.F. Avenue, Gilroy, California 95020, (AECOM, May 2020).*

SCOPE OF SERVICES

The proposed scope of services is presented below, followed by a cost summary:

- Section A – Supplemental Site Investigation – Part 2 (SSI-Part 2); and
- Section B – Removal Action Workplan (RAW).

SECTION A. SSI – Part 2

Task 1A – Project Planning and Management

Padre will provide overall project planning, management, coordination, and scheduling for the SSI-Part 2 activities with DTSC and the District. This task includes conference calls and meetings to discuss project status.

Task 2A – SSI-Part 2 Scoping Document and DTSC Meeting

Padre will prepare an SSI-Part 2 scoping document based on the findings of the previously completed PEA and SSI, and DTSC guidance documents for sampling school sites. The District and Padre will attend a scoping meeting with DTSC to discuss the various components of the SSI-Part 2, which includes sampling strategy and project schedule.

Task 3A – SSI-Part 2 Work Plan

Based on the results of the scoping meeting, an SSI-Part 2 Work Plan will be prepared based on the following DTSC guidance documents:

- *PEA Guidance Manual*, January 1994 (Revised October 2015);
- *Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead from Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers*, Revised June 9, 2006; and

The SSI-Part 2 Work Plan will include the following:

- The SSI-Part 2 Objectives;
- Site Description, Site Contacts, and Site History;
- A Field Sampling Plan designed to define the lateral and vertical extent of soil contamination at the Project Site;
- A Site-Specific Health & Safety Plan;
- A Quality Assurance/Quality Control (QA/QC) plan to produce data of known quality; and
- A Proposed Work Schedule.

Task 4A – Field Assessment Activities

Field assessment activities will be performed following DTSC's approval of the SSI-Part 2 Work Plan. Based on our experience and knowledge of the Project Site, we anticipate the following assessment activities will be required for the school site:

Building Structures - Based on the findings of the previously completed PEA and SSI (by others), discrete soil samples will be collected in the identified areas of concern (AOCs), for the purpose of defining the lateral and vertical extent of soil contamination. At select locations discrete soil samples will be collected at approximate depths of surface to 0.5-feet; 1.0- to 1.5-feet; 2.0- to 2.5-ft and 3.0- to 3.5 feet. Soil samples will be submitted to a certified laboratory to be chemically analyzed for the presence of organochlorine pesticides (OCPs).

Quality Assurance/Quality Control (QA/QC). For quality assurance/quality control (QA/QC), Padre will have the laboratory analyze approximately 10% of the soil samples collected OCP analysis as duplicate samples. In addition, one equipment blank sample and one field blank sample per sampling event (water samples) will also be collected and analyzed for the presence of arsenic and lead.

For the purposes of this proposal, Padre has estimated the number of soil samples and analysis that will be required. Based on the results of the scoping meeting with DTSC, additional soil sample locations and/or chemical analyses may be required. If additional sampling or analysis is required, Padre will modify the estimated cost and request written approval from the District.

Task 5A - Laboratory Program

The laboratory program will consist of analyzing soil samples collected from the Project Site for the presence of:

Buildings

- OCPs by U.S. EPA Method 8081A.

QA/QC (field and equipment blanks)

- Arsenic and Lead by U.S. EPA Method 200.8.

Task 6A – SSI-Part 2 Results Report

Following the completion of Tasks 1A through 5A, Padre will prepare an SSI-Part 2 results report, documenting sampling procedures, findings, human health screening evaluation, conclusions and recommendations.

SECTION B. RAW

Task 1B – DTSC Scoping Document and Meeting

Padre will prepare a scoping document that outlines the overall strategy of the selected response action, main elements of the RAW, and Project schedule. The scoping document will include school site design (i.e., building locations, parking, playfields, etc.). Padre will then arrange for a scoping meeting with DTSC and the District to discuss the elements of the RAW.

Task 2B – Preparation of the RAW

Based on the results of the scoping meeting, Padre will prepare a RAW as defined by Section 25323.1 of the Health and Safety Code. The RAW will include the following:

- A description of onsite contamination and the removal action objectives (RAO's);
- Compliance with Applicable or Relevant and Appropriate Requirements (ARARs), including evaluation of all ARARs for the proposed removal action;
- Evaluation of alternative remedial measures, similar to U.S. EPA's Engineering Evaluation/Cost Analysis (EECA);
- Description of the selected removal action and implementation; including a soils management plan, health and safety plan, air monitoring and dust control measures, and a Project Schedule.

PROJECT COST ESTIMATE

The scope of services detailed herein will be performed on a time and materials basis in accordance with Padre's Professional Services Agreement and General Conditions for an estimated cost of \$38,300. A cost summary is outlined below:

Section A: SSI-Part 2

Task 1A – Project Planning and Management	\$ 2,800.
Task 2A – Scoping Document and DTSC Meeting	\$ 1,750.
Task 3A – SSI Work Plan	\$ 3,400.
Task 4A – Field Assessment Activities	\$ 7,250.
Task 5A – Laboratory Program	\$ 5,700.
Task 6A – SSI Results Report	<u>\$ 4,900.</u>
Sub Cost:	\$ 25,800.

Section B: RAW

Task 1B – DTSC Scoping Doc and Meeting	\$ 2,500.
Task 2B – Removal Action Workplan	<u>\$ 10,000.</u>
Sub Cost:	\$ 12,500.

Cost Summary

Section A – Supplemental Site Investigation (SSI)	\$ 25,800.
Section B – Removal Action Workplan (RAW)	<u>\$ 12,500.</u>
Total Cost:	\$ 38,300.
Plus 20% Contingency (\$7,660.):	\$ 45,960.

PROJECT SCHEDULE

Padre is prepared to begin work on this project within one week of receiving authorization. Section A: SSI-Part 2 scope of services is estimated to be completed within approximately 2-3 months from project initiation. Section B: preparation of the draft-RAW; DTSC review and comments; public notice requirements; and submittal of the Final-RAW are anticipated to require approximately six months to complete. This timeline is predominantly dependent on DTSC's schedule.

Padre appreciates the opportunity to provide environmental consulting services to Gilroy Unified School District. If you have any questions or require additional information, please contact the undersigned at (916) 333-5920, Ext. 240.

Sincerely,
PADRE ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Alan J. Klein'.

Alan J. Klein, R.E.P.A., C.P.E.S.C., QSD/QSP
Senior Environmental Scientist

A handwritten signature in blue ink, appearing to read 'Alan Churchill'.

Alan Churchill, P.G.
Project Geologist

Attachments: Plate 1-2 – Site Map
Professional Services Agreement and General Conditions
2021 Fee Schedule (Gilroy USD)



PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made by and between **PADRE ASSOCIATES, INC. (CONSULTANT)**, and **GILROY UNIFIED SCHOOL DISTRICT (CLIENT)**. This AGREEMENT is subject to the GENERAL CONDITIONS, printed on the second page, along with any other attachments specifically referenced herein.

Date:	<u>February 24, 2021</u>	Project No: <u>2101-0111</u>
Client:	<u>Gilroy Unified School District</u>	Contact: <u>Paul Nadeau</u>
Address:	<u>7810 Arroyo Circle, Gilroy, CA 95020</u>	Phone: <u>(669) 261-5901</u>
Padre Contact:	<u>Alan Klein</u>	Phone: <u>(916) 333-5920 x240</u>

Project Title: South Valley Middle School

Scope of Services:	<input checked="" type="checkbox"/>	SSI-Part 2 and RAW
Compensation:	<input checked="" type="checkbox"/>	\$38,300. (Cost Estimate) <u>\$7,660.</u> , (20% Contingency) \$45,960. (Total)

Terms and Conditions: ☒ Attached

The TERMS AND CONDITIONS of this AGREEMENT are accepted by:

CLIENT:

CONSULTANT:

GILROY UNIFIED SCHOOL DISTRICT

PADRE ASSOCIATES, INC.

BY:

BY: Alan J. Klein

Re J. H.

Date: _____

Date: February 24, 2021

GENERAL CONDITIONS

1. PAYMENT. CLIENT accepts responsibility for payment of CONSULTANT under the conditions stated herein. All invoices are due and payable upon presentation. Amounts unpaid more than thirty (30) days after the date of the invoice shall bear interest at the rate of one-and-one-half (1.5) percent per month or the maximum rate permitted by law, whichever is less.

2. STANDARD OF CARE. CLIENT recognizes that site and subsurface conditions may vary from those observed at locations where drill holes, surveys, or explorations are made, and that site and subsurface conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed, or for information provided by others.

CONSULTANT agrees to strive to perform the services set forth in this AGREEMENT in accordance with generally accepted professional engineering and geologic practices, in the same or similar localities, at the time the services are performed. CONSULTANT's services shall not be subject to any express or implied warranties whatsoever.

3. CLIENT RESPONSIBILITIES. The CLIENT shall provide all information it has access to that relates to the site and may bear upon the services of the CONSULTANT, including, but not limited to, a legal description of the site, a site plan, the location of utilities and underground structures at the site, previous geologic/geotechnical reports and any previous environmental assessments and audits. The CLIENT shall obtain all necessary authorizations and permits to allow the CONSULTANT to have access to the site at reasonable times throughout contract performance. CONSULTANT will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and CLIENT agrees to assume responsibility for same. CLIENT agrees to assume responsibility for damages due to CONSULTANT's interference with subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided to CONSULTANT.

4. LIMITATION OF LIABILITY. CLIENT hereby agrees that to the fullest extent permitted by law the CONSULTANT's total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this AGREEMENT from any cause or causes, including, but not limited to, the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the greater of the total amount paid by the CLIENT for the services of the CONSULTANT under this contract or \$50,000.00, whichever is greater. CLIENT and the CONSULTANT further agree that, to the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, or consequential damages.

5. INDEMNIFICATION. CLIENT shall defend, indemnify, and hold harmless CONSULTANT and its directors, officers, shareholders, employees, contractors, subcontractors, agent, or affiliates from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees (including any such fees and expenses incurred in enforcing this indemnity) which, irrespective of CONSULTANT's negligence: (a) exceed the limitation on CONSULTANT's liability provided for in Article 4, or (b) result from, arise out of, or are in any way connected with: (i) acts or omissions of CLIENT, CLIENT's employees, agents, and subcontractors and their employees or agents; (ii) the release of any hazardous substance; or (iii) any other generation, treatment, or transport of waste materials.

CLIENT agrees that CONSULTANT had nothing whatsoever to do with the creation, existence, or presence of asbestos, hazardous substances, or pollutants on or near the subject property. Accordingly, and to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to CONSULTANT's reports or recommendations concerning this AGREEMENT, CONSULTANT's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** CLIENT shall not indemnify CONSULTANT against liability for damages to the extent caused by the negligence or intentional misconduct of CONSULTANT, its agents, subcontractors, or employees.

6. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS. If, while performing the services, pollutants are discovered that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated project costs will be reconsidered and that this contract shall immediately become subject to renegotiation or termination.

7. SAMPLE DISPOSAL. Samples of unpolluted soil and rock will be disposed of by the CONSULTANT thirty (30) days after submission of the final Report. If samples are suspected to contain hazardous substances as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing (i) return such samples and materials to CLIENT, or (ii) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee and at no time assumes title to said waste.

2021 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional II	\$ 210/hr
Principal Professional	\$ 180/hr
Senior Professional II.....	\$ 160/hr
Senior Professional.....	\$ 150/hr
Project Professional II.....	\$ 130/hr
Project Professional.....	\$ 120/hr
Staff Professional II.....	\$ 110/hr
Staff Professional.....	\$ 95/hr
Senior Technician (Non-Prevailing Wage).....	\$ 90/hr
Senior Technician (Prevailing Wage).....	\$ 95/hr
Technician (Non-Prevailing Wage)	\$ 80/hr
Technician (Prevailing Wage)	\$ 85/hr
Senior GIS/CAD Specialist.....	\$ 110/hr
GIS/CAD Specialist.....	\$ 95/hr
Drafting.....	\$ 75/hr
Word Processing/Technical Editor	\$ 80/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Per Diem (overnight stay)	\$ 220/night
Vehicle	\$ 85/day
Photoionization Detector	\$ 120/day
Automobile Mileage	\$ IRS Std

AGREEMENT FOR PRE-CONSTRUCTION SERVICES
BETWEEN
FLINT BUILDERS INC.
AND
GILROY UNIFIED SCHOOL DISTRICT
FOR
SOUTH VALLEY MIDDLE SCHOOL MODERNIZATION PROJECT

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AGREEMENT FOR PRE-CONSTRUCTION SERVICES

PREAMBLE

This Agreement for Pre-Construction Services (the “Agreement”) is entered into on this 18th day of September, 2020 by and between Flint Builders Inc. (“Pre-Construction Contractor”), with a business address at 333 West San Carlos Street, San Jose CA 95110, and the Gilroy Unified School District, a California public school district (“District”), with offices located at 7810 Arroyo Circle, Gilroy, California 95020. District and Pre-Construction Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District proposes to undertake the demolition, renovation, construction and installation of certain improvements at South Valley Middle School, as further defined and described below, and requires the services of a duly qualified pre-construction contractor.

WHEREAS, Pre-Construction Contractor represents that its employees are licensed to perform the services required under this Agreement in the State of California, as appropriate, and that Pre-Construction Contractor is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that Pre-Construction Contractor provide professional services pursuant to this Agreement in such manner as to enable the Project to be designed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 **GENERAL PROVISIONS**

- 1.1 DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
- 1.1.1 “Addendum”** shall mean written or graphic information (including without limitation drawings and specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
 - 1.1.2 “Additional Services”** shall mean those services in addition to the Basic Services that are provided by Pre-Construction Contractor pursuant to a written request by the District.
 - 1.1.3 “Agreement”** shall mean this document and all its identified exhibits, attachments and amendments.
 - 1.1.4 “Architect”** shall mean the Architect of Record for the design of the Project, or any successor architect of record approved and appointed by the District for the design of the Project.

- 1.1.5 “Architect Consultant”** shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide services for the Project.
- 1.1.6 “Architect’s Supplemental Instruction” or “ASI”** shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “As-Built Documents”** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “As-Built Drawings”** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “Basic Fee”** shall mean the compensation provided to Pre-Construction Contractor for providing Basic Services.
- 1.1.10 “Basic Services”** are described in Section 4 of this Agreement.
- 1.1.11 “Bid”** shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “Bid Set”** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “Bidder”** shall mean the person or entity submitting a Bid.
- 1.1.14 “BIM” or “Building Information Modeling”** shall mean the process of generating and managing building data during its life cycle. Typically it uses three-dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “Board”** shall mean the Board of Trustees of the Gilroy Unified School District.
- 1.1.16 “CDE”** shall mean the California Department of Education.
- 1.1.17 “Change Order” or “CO”** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.18 “Change Order Request” or “COR”** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the District and the Contractor.
- 1.1.19 “CHPS”** shall mean Collaborative for High Performance Schools.

- 1.1.20 “Construction Budget”** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.21 “Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials, construction management fees, general conditions fees and expenses, fees paid to a Lease-Leaseback Contractor, and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.22 “Construction Documents”** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.23 “Construction Phase(s)”** shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.24 “Constructability Review”** shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect and Pre-Construction Contractor by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.25 “Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.26 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.27 “District’s Representative”** shall mean the District’s Superintendent and/or Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, or any authorized designee of those officers.
- 1.1.28 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.29 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.30 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.31 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.

- 1.1.32 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.33 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.34 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.35 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.36 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.37 “MOU”** shall mean a memorandum of understanding.
- 1.1.38 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.39 “OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.40 “Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in the agreement with the Architect.
- 1.1.41 “Potential Change Order” or “PCO”** shall mean a written document before it has been approved and affected by the Contractor and the District.
- 1.1.42 “Prime Contract”** shall mean a contract entered into between the District and a Contractor.
- 1.1.43 “Principal(s)”** shall mean individual(s) who are participating owners of Pre-Construction Contractor and are authorized to act on behalf of the firm.
- 1.1.44 “Program Implementation Handbook”** shall mean the Program Implementation Handbook, First Edition dated December 2012 (a copy of which has been provided to the Pre-Construction Contractor), and any revisions thereto which are approved by the District, which contains information related to project deliverables, project management procedures, and other requirements that are inherent to the performance of this Agreement.
- 1.1.45 “Project”** shall mean the project described hereinafter in Section 3.
- 1.1.46 “Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each construction phase.

- 1.1.47 “Project Director”** shall mean, with reference to Pre-Construction Contractor, a licensed, experienced and well trained professional employed by Pre-Construction Contractor and fully authorized to represent Pre-Construction Contractor in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind Pre-Construction Contractor to any commitments made on Pre-Construction Contractor’s behalf in connection herewith.
- 1.1.48 “Project Contractor”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Contractor(s) for each Project.
- 1.1.49 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.50 “Primavera Contract Management System” or “CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.51 “Request for Information” or “RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.52 “Re-Use of Plans” or “Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District’s Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations and including all Site Adaption requirements.
- 1.1.53 “SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.54 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that Pre-Construction Contractor is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in Article 4 of this Agreement.
- 1.1.55 “Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval, if applicable, is maintained.
- 1.1.56 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.57 “Time Impact Analysis” or “TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2

RETENTION OF PRE-CONSTRUCTION CONTRACTOR

- 2.1 RETENTION OF PRE-CONSTRUCTION CONTRACTOR.** The District hereby retains Pre-Construction Contractor to perform, for consideration and upon the terms and conditions set forth herein, the Services, as may be hereafter amended in an expeditious, safe and satisfactory manner. Pre-Construction Contractor hereby accepts such retention and commits to perform all the Services in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by Pre-Construction Contractor; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) Pre-Construction Contractor's review of submissions to Pre-Construction Contractor from the District, the Architect, or authorities having jurisdiction over the Project.
- 2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** Pre-Construction Contractor shall appoint and designate one employee to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on Pre-Construction Contractor's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of Pre-Construction Contractor for all purposes under this Agreement.
- 2.3 PRE-CONSTRUCTION CONTRACTOR COVENANT AGAINST CONTINGENT FEES.** Pre-Construction Contractor warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Pre-Construction Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Pre-Construction Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3

THE PROJECT

The Project consists of the demolition, renovation, construction and installation of certain improvements at South Valley Middle School as is described more fully on Exhibit A.

SECTION 4

SERVICES

4.1 IN GENERAL.

- 4.1.1 Employment of Personnel.** Pre-Construction Contractor shall employ, at its own cost and expense, any and all personnel needed to perform the Services and the Additional Services. Pre-Construction Contractor must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. Pre-Construction Contractor agrees to reallocate any personnel whose work is unsatisfactory to the District. Pre-

Construction Contractor shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.1.2 Cooperation with District and Other Consultants. Pre-Construction Contractor shall confer and cooperate with the District, DSA, the Project Contractor, the Architect and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.

4.1.3 Project Communication. In all cases, Pre-Construction Contractor shall direct Project communication to the District's Project Contractor, including any correspondence to the District, the District's consultants, District staff, the Architect, contractors (excluding those contracted by Pre-Construction Contractor directly to complete the Project), and/or any members of the public related to the Project.

4.1.4 Primavera Contract Management System or CMS. The Project will be managed through the Primavera Contract Management System project management software during the construction phase through closeout. Pre-Construction Contractor will utilize the Primavera Contract Management System software as required by the District. Pre-Construction Contractor understands and agrees that Pre-Construction Contractor shall be responsible for the cost of all fees and licenses to utilize and participate in the Primavera Contract Management System. Pre-Construction Contractor further understands and agrees that the District may, at its sole option, advance the cost for such fees and licenses on behalf of Pre-Construction Contractor. In the event that the District advances the cost of such fees and licenses on behalf of Pre-Construction Contractor, Pre-Construction Contractor understands and agrees that the District shall be entitled to a credit in the amount of such costs to be charged against Pre-Construction Contractor's compensation for reimbursable expenses pursuant to Section 5.4 and such costs will be charged against Pre-Construction Contractor's maximum allowable reimbursable expenses.

4.2 BASIC SERVICES.

4.2.1 Pre-Construction Phase.

4.2.1.1 Pre-Construction Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

4.2.1.2 Pre-Construction Contractor shall provide a preliminary evaluation of the Project Schedule, the Construction Budget, and the Construction Cost, each in terms of the other.

4.2.1.3 The Architect's agreement with the District may include numerous Phases of services described in such agreement. During the Architect's services, Pre-Construction Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of a proposed Guaranteed Maximum Price ("GMP").

4.2.1.4 Pre-Construction Contractor shall:

- (1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;
 - (i) Pre-Construction Contractor shall submit to the Project Contractor, at each document review Phase, an analysis of the Architect's program in comparison to the District's approved

Educational Specifications, including quantified cost and time impacts associated with each variance.

- (2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, Constructability Reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.
- (3) Pre-Construction Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
- (4) Regularly revise and update a Project scope of work document in coordination with the Architect to:
 - (i) Identify, quantify, and delineate the trade-specific scopes of work, how they are separate from each other, and where coordination is required to deliver a complete system for all components of the Project;
 - (ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Project Contractor in a timely manner for review and consideration;
 - (iii) Identify long lead procurement items and approval activities required for each trade's scope of work; and
 - (iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work.
- (5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated to the extent reasonable given the information available at the time of submittal.
- (6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to complete the Project does not exceed the Project Budget or the Construction Budget, including regular reconciliation reports between Architect's and Pre-Construction Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further Phases as needed.
- (7) Prepare and periodically update an ongoing and accurate Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing

times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Pre-Construction Contractor shall obtain the Architect's approval for the portion of the preliminary Project Schedule relating to the performance of the Architect's services. In the Project Schedule, Pre-Construction Contractor shall coordinate and integrate Pre-Construction Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items.

- (8) Develop a list of recommended contingencies, allowances, and estimated escalation.
- (9) Develop proposed general conditions and all proposed markups including but not limited to: temporary utilities, trailers, equipment and other on-site and off-site costs, fees, insurance, and bonding.
- (10) Develop site logistics and a safety plan showing laydown areas, construction traffic flow, construction personnel parking, school staff access, student safe routes, site safety measures, emergency evacuation areas, and other issues affecting the school site's vehicular and pedestrian circulation, as well as any and all effects on the educational program of the school.
- (11) Develop a complete list of bid alternates and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, with at least three (3) trade contractors per trade.
- (12) Develop a proposed GMP with full detail, bid results, and Pre-Construction Contractor notes, including bid alternates and associated pricing.

4.2.1.5 Further, Pre-Construction Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Pre-Construction Contractor shall:

- (1) Participate in weekly Project progress meetings with Architect and Project Contractor to provide ongoing updates of status of items set forth in 4.2.1.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project.
- (2) Submit by 12:00 p.m. every Friday, a weekly progress report which includes, but is not to be limited to, the following information:
 - (i) Status of all required deliverables in progress, and required within 4 weeks of date of report;
 - (ii) Design intent and scope questions;
 - (iii) Programming status;
 - (iv) Coordination reviews;
 - (v) Regulatory and agency review updates;
 - (vi) Progress on any required studies and deliverables;
 - (vii) Contract administration;

(viii) Budget and value engineering; and

(ix) Schedule status.

- (3) Provide support to the Project Contractor as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with the Project Contractor; (ii) preparing reports and presentations to demonstrate Project progress; and (iii) coordinating with Architect and Architect Consultants to ensure complete and accurate information is provided at all times to the Board and Citizen's Bond Oversight Committee.

4.2.1.6 Following the District's approval of each Phase of the development of Construction Documents, Pre-Construction Contractor shall update and submit the latest estimate of the Construction Cost and the Project Schedule, and all other Phase Deliverables as indicated in the Program Implementation Handbook for the Architect's review and the District's approval.

4.2.1.7 Changes Required to Meet Construction Budget. If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, Pre-Construction Contractor shall work with the Architect to revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.1.8 Bidding. All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through the Architect and/or Pre-Construction Contractor.

Pre-Construction Contractor shall assist the District in evaluating all Bids and contract proposals, evaluating substitutions proposed by Bidders, and awarding the Prime Contracts. Pre-Construction Contractor shall review the qualifications of all Bidders and make recommendations to the District as to whether, in Pre-Construction Contractor's professional opinion, Bidders are qualified and meet minimum requirements for performance of the work.

4.3 ADDITIONAL SERVICES

4.3.1 Pre-Construction Contractor Additional Services. Additional Services for the Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Pre-Construction Contractor shall not perform any Additional Services unless and until Pre-Construction Contractor receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then Pre-Construction Contractor shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if Pre-Construction Contractor performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Pre-Construction Contractor shall not be paid for such claimed Additional Services.

SECTION 5

PRE-CONSTRUCTION CONTRACTOR'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

Basic Fee: Lump Sum \$350,000

Compensation Description. This proposal is intended to fix known fees through the course of the project, which will help the District with budgeting and long term planning. The contractor acknowledges that the fees listed herein will be fixed and used as part of the Guaranteed Maximum Price for the construction of the buildings and associated site work. The contractor shall develop a GMP once the design has been completed and the project has been submitted to DSA for review and approval. The contractor shall choose a method of delivery and complete the associated column accordingly.

Price Proposal

FEE CATEGORY	PERCENTAGE AMOUNT (based on preliminary NTE construction cost of \$70M)		EXTENDED AMOUNT (based on preliminary NTE construction cost of \$70M)
Contractor's Fee (%)	2.6	%	\$ 1,820,000
General Conditions (%)	2.1	%	\$ 1,445,000
Insurance	1.0	%	\$ 700,000
Bonds	1.0	%	\$ 700,000
Financing Fee	tbd	%	\$ tbd
Proposed Return of Contingency	100	%	\$ tbd

The District desires to select firm(s) capable of providing LLB pre-construction and construction services for the entire Project. The intent of this proposal is to provide the District with the best value possible. It is the contractor's option to provide pre-engineered/modular buildings or traditional construction to meet with program and aesthetic of the project as shown herein. The selected firm(s) for the Project should expect to perform pre-construction services as established by the District pursuant to a this Agreement. If the District proceeds with the construction of the Project, the selected firm(s) may be retained as a LLB contractor pursuant to a Construction Services Agreement, Lease and Sublease attached and may contract with separate specialty trade contractors to perform the required scope of work.

1. Provide design services for the pre-engineered/modular buildings required for further developing construction documents. These documents will be sent for review and approval to the Division of the State Architect. This work will include, but not limited to, coordination with the Architect of Record, civil engineer and landscape architect and contractor's structural, mechanical and electrical engineers licensed by the state of California.

Design Fees for pre-engineered modular or component building systems, as applicable are as follows:

Low voltage/electrical/fire alarm:	\$ tbd
Architectural	\$ tbd
Mechanical/Plumbing/EMS	\$ tbd

Structural	\$ tbd
Fire Suppression	\$ tbd
Total Internal Design Fees	\$ tbd

If the contractor opts for the conventional construction, then the contractor will coordinate with the District's Architect of Record and their sub-consultants for the continued development of the construction documents for review and approval to the Division of the State Architect.

5.1.1

Pre-Construction Contractor shall submit for the District's approval a proposed Schedule of Values ("SOV") within 14 days of receipt of the executed Agreement, indicating the Pre-Construction Contractor's distribution of the Basic Fee among the various Services, for use in determining the billable amounts to be invoiced by Pre-Construction Contractor to the District. The District's approval of the SOV shall not be unreasonably withheld. Pre-Construction Contractor shall allocate in the SOV a minimum of 5% of the Basic Fee to the DSA approval of the Project, and 5% of the Basic Fee to the completion of the bid documents/preparation of the proposed GMP.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, the District shall have the right to do either of the following: (i) make such disputed payment to Pre-Construction Contractor without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by Pre-Construction Contractor, the District will notify Pre-Construction Contractor in writing of the reasons for the withholding. From and after the date such notice is given, the District and Pre-Construction Contractor shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, Pre-Construction Contractor shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to Pre-Construction Contractor, the District shall pay such amount to Pre-Construction Contractor. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid Pre-Construction Contractor, Pre-Construction Contractor shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE EXPENSES

5.4.1 PRIOR APPROVAL. Reimbursable expenses and other approved charges are not included in the Basic Fee; however, the reimbursable expenses and other approved charges shall not exceed zero dollars (\$0.00) without the prior written approval by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.3 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 REIMBURSABLE EXPENSES. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Pre-Construction Contractor may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Pre-Construction Contractor in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed the amount set forth in Section 5.4.1. The following is the EXCLUSIVE list of reimbursable expenses:

5.4.2.1 Travel and Mileage. Pre-Construction Contractor must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Pre-Construction Contractor's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Fees for Consultants. Fees for consultants hired and paid by Pre-Construction Contractor at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Pre-Construction Contractor's Basic Services. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Pre-Construction Contractor shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an Invoice Cover Sheet indicating amounts billed to date and remaining to be paid.

5.5.1.2 The District shall pay Pre-Construction Contractor for all undisputed amounts, which are approved by the District pursuant to this Agreement, no later than sixty (60) calendar days from the date of receipt by the District of an invoice from Pre-Construction Contractor. If District withholds any amount following a default, as provided in Section 6 of this Agreement, Pre-Construction Contractor shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing Pre-Construction Contractor that the District elects to exercise its right to withhold payment following a Pre-Construction Contractor default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. Pre-Construction Contractor's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting

information. Payment on a properly submitted, fully supported and documented invoice will be due within sixty (60) days of the date all required supporting information is received by the District.

- 5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. Pre-Construction Contractor's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. Payment on a properly submitted, fully supported and documented invoice will be due within sixty (60) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by Pre-Construction Contractor to be due.
- 5.5.4 Final Invoice.** Upon completion of all Services, Pre-Construction Contractor shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PRE-CONSTRUCTION SERVICES FOR THE SOUTH VALLEY MIDDLE SCHOOL PROJECT**. The District shall make payment within sixty (60) days of the District's approval of the final invoice.
- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of a Pre-Construction Contractor Default. With respect to any monetary Pre-Construction Contractor Default, the termination shall be effective if Pre-Construction Contractor fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Pre-Construction Contractor Default for which no time period for cure is otherwise specified below, the termination shall be effective if Pre-Construction Contractor fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to Pre-Construction Contractor until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of Pre-Construction Contractor to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to Pre-Construction Contractor. If the amount payable to Pre-Construction Contractor exceeds the amounts withheld, the balance will be paid to Pre-Construction Contractor upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, Pre-Construction Contractor shall be liable to District for the difference and Pre-Construction Contractor shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.
- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to Pre-Construction Contractor, in which case the District will pay Pre-Construction Contractor as provided in Section 5

for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the phases set forth in the SOV of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Pre-Construction Contractor shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be Pre-Construction Contractor's sole and exclusive compensation and the District shall have no liability to Pre-Construction Contractor for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days and notice to that effect was provided to Pre-Construction Contractor prior to the suspension of the Services, Pre-Construction Contractor shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and Pre-Construction Contractor shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and Pre-Construction Contractor's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 PRE-CONSTRUCTION CONTRACTOR DEFAULT. The occurrence of one or more of the following events shall constitute an "Pre-Construction Contractor Default" under this Agreement:

6.2.1 Inability to pay Debts and Failure to Pay Consultants. At any time prior to the expiration or termination of this Agreement, Pre-Construction Contractor is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from consultant(s) providing services in connection with this Agreement.

6.2.2 Assignment for the Benefit of Creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Pre-Construction Contractor, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or Misleading. Any representation or warranty made by Pre-Construction Contractor in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Defective Services; Errors or Omissions; Failure to Perform. Pre-Construction Contractor (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

- 6.2.5 Willful Violation.** The District determines that (a) Pre-Construction Contractor is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) Pre-Construction Contractor is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.6 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.7 Unapproved Assignment.** Pre-Construction Contractor attempts to assign this Agreement or any Services hereunder without prior written approval from the District.
- 6.2.8 Disregard of District Authority or Direction.** Pre-Construction Contractor disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.9 Violation of Applicable Law.** Pre-Construction Contractor violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.10 Failure To Maintain Errors and Omissions Insurance.** Pre-Construction Contractor fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If a Pre-Construction Contractor Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If a Pre-Construction Contractor Default occurs, the District's obligation to disburse further funds to Pre-Construction Contractor pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Pre-Construction Contractor Default, the District may withhold all or a portion of any payments then or thereafter due to Pre-Construction Contractor until Pre-Construction Contractor cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of a Pre-Construction Contractor Default, the District may, at its sole and absolute discretion, order Pre-Construction Contractor in writing to stop work on the Services, or any portion thereof, until the Pre-Construction Contractor Default has been cured. Pre-Construction Contractor shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Self Help.** Upon the occurrence of a Pre-Construction Contractor Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Pre-Construction Contractor Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to Pre-Construction Contractor and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to Pre-Construction Contractor are not sufficient to cover the amount of the deduction, Pre-Construction Contractor shall pay the difference to the District.

6.3.5 Payment to Consultant. If the Pre-Construction Contractor Default is due to Pre-Construction Contractor's failure to pay, when due, invoices of a consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that consultant from any amounts then due Pre-Construction Contractor, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to Pre-Construction Contractor in connection therewith.

6.4 TERMINATION BY PRE-CONSTRUCTION CONTRACTOR. Pre-Construction Contractor may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. Pre-Construction Contractor may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to Pre-Construction Contractor when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which Pre-Construction Contractor is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, Pre-Construction Contractor may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY PRE-CONSTRUCTION CONTRACTOR

6.5.1 Payment for Services. In the event of a termination of this Agreement by Pre-Construction Contractor in accordance with Section 6.4, the District shall pay Pre-Construction Contractor an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be Pre-Construction Contractor's sole and exclusive compensation and the District shall have no further liability or obligation to Pre-Construction Contractor for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 Project Contractor: The Project Contractor represents the District in all matters pertaining to the Services. The Project Contractor shall cooperate with Pre-Construction Contractor in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. Pre-Construction Contractor shall have the right to rely upon such information unless Pre-Construction Contractor knows or should know that the information is inaccurate or incomplete.

7.1.3 Architect. The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Pre-Construction Contractor.

- 7.1.4 District Performance of Work.** The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The District shall notify Pre-Construction Contractor of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project.

7.2 LIMITATION ON LIABILITY OF DISTRICT

- 7.2.1** Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the 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, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Pre-Construction Contractor, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to Pre-Construction Contractor by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

- 8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier phase of the Project at the discretion of the District based on input from the Architect and Pre-Construction Contractor.
- 8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Pre-Construction Contractor as required by this Agreement. The estimated Construction Cost shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Pre-Construction Contractor shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time Pre-Construction Contractor becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of Pre-Construction Contractor.

SECTION 9 PROJECT SCHEDULE

9.1 SCHEDULE

- 9.1.1 Time for Completion.** Time is of the essence and failure of Pre-Construction Contractor to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond Pre-Construction Contractor's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.
- 9.1.2 Delays.** Except as otherwise provided in Section 5.2, Pre-Construction Contractor shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with

delays due to errors, omissions, intentional or negligent acts of Pre-Construction Contractor (including their respective employees or those in a direct contractual relationship with either).

- 9.1.3 Notice of Delay.** Pre-Construction Contractor shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by Pre-Construction Contractor or with which Pre-Construction Contractor is familiar (whether or not as the result of an act or omission of another).

Pre-Construction Contractor shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

- 9.1.4 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

- 10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District.
- 10.2 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents and the Project Documents as it sees fit and Pre-Construction Contractor shall deliver to the District all Construction Documents and Project Documents.
- 10.3 NO REPRODUCTION OR USE BY PRE-CONSTRUCTION CONTRACTOR OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, Pre-Construction Contractor shall not use the Construction Documents for any purpose without District's prior written consent. In addition, Pre-Construction Contractor shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

11.1.1 INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law, Pre-Construction Contractor agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to Pre-Construction Contractor's employees arising out of Pre-Construction Contractor's work under this Agreement; and

11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Pre-Construction Contractor, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees or of other third parties for which Pre-Construction Contractor is not legally liable.

11.1.2 To the fullest extent permitted by law, Pre-Construction Contractor agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct in the performance of professional services by Pre-Construction Contractor, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 Pre-Construction Contractor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Pre-Construction Contractor, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of District or of other third parties for which Pre-Construction Contractor is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, Pre-Construction Contractor shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. Pre-Construction Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage/\$2,000,000.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$2,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$1,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute for providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: Pre-Construction Contractor shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Pre-Construction Contractor.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Pre-Construction Contractor's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.2.4.4The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Pre-Construction Contractor shall be required to procure insurance from another insurer.

11.2.5.2Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3Pre-Construction Contractor shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5At all times while this Agreement remains in effect, Pre-Construction Contractor shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6If Pre-Construction Contractor fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at Pre-Construction Contractor's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Pre-Construction Contractor.

11.2.5.7Any deductibles or self-insured retentions in excess of \$25,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Pre-Construction Contractor agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12.1 RESOLUTION OF CLAIMS. Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the "Claims Resolution Process" set forth in this Section 12, which shall be the exclusive recourse of Pre-Construction Contractor and the District

for determination and resolution of Claims.

For purpose of this Section 12, a “Claim” shall mean, a written demand or assertion by the District or Pre-Construction Contractor seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.2 RESOLUTION OF OTHER DISPUTES. Disputes between the District and Pre-Construction Contractor that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Santa Clara, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

12.3.1 By Pre-Construction Contractor. Pre-Construction Contractor’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. Pre-Construction Contractor shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of Pre-Construction Contractor’s Claim. Failure by Pre-Construction Contractor to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. Pre-Construction Contractor’s statement of dispute shall be signed by a principal of Pre-Construction Contractor and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of Pre-Construction Contractor under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of Pre-Construction Contractor’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Pre-Construction Contractor’s time for performance. Adequate supporting data for a Statement of Dispute involving Pre-Construction Contractor’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.3.2 By the District. The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by Pre-Construction Contractor. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and Pre-Construction Contractor shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute

is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor, the Architect or Architect Consultant against the Pre-Construction Contractor that is in turn being asserted by the Pre-Construction Contractor against the District, then such Contractor, the Architect or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, Pre-Construction Contractor shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third-party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the Parties shall submit the matter to the Superior Court of the County of Los Angeles to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either Party may commence an action in the Superior Court of the County of Santa Clara. Pre-Construction Contractor hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either Party.

SECTION 13

NOTICES

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular U.S. mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Gilroy Unified School District

Attn: Dr. Deborah A. Flores,
Superintendent
7810 Arroyo Circle
Gilroy, CA 95020

**TO PRE-CONSTRUCTION
CONTRACTOR:**

Attn: John Stump
Flint Builders, Inc
401 Derek Place
Roseville CA 95678

SECTION 14

REPRESENTATIONS OF PRE-CONSTRUCTION CONTRACTOR

14.1 REPRESENTATIONS OF PRE-CONSTRUCTION CONTRACTOR. By executing this Agreement, and hereafter each and every time this Agreement is amended, Pre-Construction Contractor makes each of the following covenants and representations.

- 14.1.1** Pre-Construction Contractor represents that it has previously acted as a pre-construction Contractor, that is professionally qualified and is licensed to perform the Services in the State of California by all public entities having jurisdiction over the Architect and the Project, and that it has the expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects to perform the Services.
- 14.1.2** Pre-Construction Contractor covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to performed the Services for the Project until Pre-Construction Contractor's duties in connection therewith have been fully satisfied.
- 14.1.3** Pre-Construction Contractor represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.
- 14.1.4** Pre-Construction Contractor represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement in accordance with the standards of the profession.
- 14.1.5** Pre-Construction Contractor assumes full responsibility to the District for the improper acts and omissions of its employees. Pre-Construction Contractor covenants that each Project Director and all other Pre-Construction Contractor employees now or in future assigned by Pre-Construction

Contractor to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

- 14.1.6** Pre-Construction Contractor covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

- 14.2 COMPLIANCE WITH LAWS.** Pre-Construction Contractor covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, Pre-Construction Contractor, the District, the Project or the Services.

- 14.2.1 Cost Disclosure - Documents and Written Reports.** Pre-Construction Contractor shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

- 14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, Pre-Construction Contractor shall provide proof of compliance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

- 14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, Pre-Construction Contractor shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. Pre-Construction Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. Pre-Construction Contractor must complete the District's certification form prior to any of Pre-Construction Contractor's employees coming into contact with any of the District's pupils. Pre-Construction Contractor also agrees to comply, and ensure that all its employees comply, with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

- 14.2.4 Name and Trademarks.** Pre-Construction Contractor shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

- 14.2.6 Safety.** Pre-Construction Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Pre-Construction Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and

shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, Pre-Construction Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. Inasmuch as this Agreement is intended to secure the specialized Services of Pre-Construction Contractor, Pre-Construction Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Pre-Construction Contractor and any such assignment, transfer, delegation or sublease without Pre-Construction Contractor's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Pre-Construction Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. Pre-Construction Contractor specifically acknowledges that in entering into this Agreement, Pre-Construction Contractor relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Santa Clara County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Pre-Construction Contractor shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Pre-Construction Contractor's failure to perform any of the Services to the applicable standard of care. This provision shall survive the termination of this Agreement.

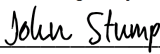
- 15.6 INDEPENDENT CONTRACTOR.** Pre-Construction Contractor is, for all purposes arising out of this Agreement, an independent contractor, and neither Pre-Construction Contractor nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Pre-Construction Contractor shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, Pre-Construction Contractor will certify to the District that to the best of Pre-Construction Contractor's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by Pre-Construction Contractor in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. Pre-Construction Contractor shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:
- (a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;
 - (b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;
 - (c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;
 - (d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;
 - (e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.
- 15.9 NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 15.10 ASSISTANCE OF COUNSEL.** Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 15.11 AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Pre-Construction Contractor

By: DocuSigned by:

0D93309FC8334CB...
Title: **President**
Date: **9/8/2020**

District

By: _____
Title: _____
Date: _____

Exhibit “A”

Project Description

The existing South Valley Middle School campus is owned by the Gilroy Unified School District and consists of approximately 22 acres. The Site consists of 19 buildings that will be reconfigured into a new campus for the existing middle school. Replacement buildings will consist of all new construction for new learning communities, administration, gymnasium, multi-use, food service, library/media center and other academic programs. New construction will consist of approximately 70,000 square feet.

The new campus will be constructed in phases.

ADDENDUM 2**SECTION 00 41 00****SUBCONTRACTOR BID FORM**

FLINT

Bid For: South Valley Middle School Campus Replacement Project
Flint Project No. 2078

To: Flint Builders, Inc.
401 Derek Place
Roseville, CA 95678

Bid Package #: 1

Bid Item Description (Per Specification 00 41 00): Modular Classrooms

Name of Firm: Hummingbird Buildings (a Flint Builders, Inc. Company)

Address: 401 Derek Place

City: Roseville State: CA Zip: 95678

Telephone Number: (916) 757-1000

Company's Bid Estimating Contact:

Name Jared Wright Email jwright@flintbuilders.com Phone (916) 757-1000

DIR #: 1000000005 CA License # 982487

Addenda Received:

No. 1 dated 11-24-20 No. dated

No. 2 dated 12-07-20 No. dated

Company's Representative to Complete Flint's Subcontractor Prequalification:

Name Joanne Diaz Email jdiaz@flintbuilders.com Phone (916) 757-1000

The undersigned proposes to complete the work described herein for the above-named project in accordance with the Instructions to Bidders and Contract Documents for the amount hereafter stated.

Design / Precon: \$

 ,

 ,

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Construction: \$

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 ,

 .

P&P Bond Cost: \$

 ,

 ,

 .

TOTAL COST: \$

 ,

 ,

 .

(Place figures in appropriate boxes, rounded to nearest dollar.)

***Alternate 1:** \$

 ,

 ,

 .

*Alternate 1 Description: Provide separation of Modular Buildings in lieu of connected (joined).

(Place figures in appropriate boxes, rounded to nearest dollar.)

****Unit Cost 1:** \$

 ,

 ,

 .

**Unit cost 1 Description: Provide unit cost per 8'-6" x 9'-0" Exterior Glazed Overhead Door.

****Unit Cost 2:** \$

 ,

 ,

 .

**Unit cost 2 Description: Provide unit cost per 8'-6" x 9'-0" Exterior Nanawall Door.

Schedule Durations:

Fabrication (Weeks): 16 weeks Installation (Weeks): 27 weeks

Design Team Consultants:

Architect: Aedis Structural Engineer: Greg Richards

Mechanical / Plumbing: Axiom Electrical: Atium

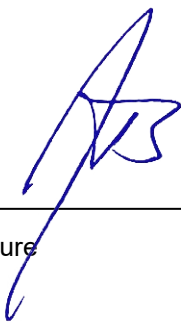
Fire Suppression: Axiom Title 24: Axiom

Any qualifications to the Subcontractor's Bid Form may result in rejection of the bid. All portions of this bid must be completed and signed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Check all that apply:

DVBE: _____ MBE: _____ SBE: _____ WBE: _____

Bidder represents that:

1. It has the appropriate active Contractor's License required by the State of California.
2. It is registered with the state Department of Industrial Relations with a valid and active number.
3. It is able to meet the Skilled and Trained Workforce Requirements for this project.
4. All work claimed by the Carpenter's and Laborer's Unions must be performed by signatory contractors.
5. All pricing includes CA Prevailing Wages and will participate in certified payroll.
6. It has carefully read and examined the Instructions to Bidders and Contract Documents for the proposed work on this project.
7. It has become familiar with all the conditions related to the proposed work, including availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed work on this project in accordance with the Contract Documents for the sums quoted if the Contract is awarded to the Bidder. Bidder further agrees that it will not withdraw its bid within 90 days after the Bid Date.
8. If it is selected as the responsive and responsible bidder:
 - a. Bidder agrees to execute the Subcontract Agreement within 10 days after receipt of Subcontract Agreement with no modifications.
 - b. Bidder agrees to complete the proposed work in accordance with Flint's schedule.
 - c. Bidder agrees to complete and submit Flint's Prequalification via Smart Bid prior to issuance of a Subcontract Agreement (reference specification 00 41 01).
9. It is able to meet the following requirements:
 - a. Subcontractor must have the ability to provide 100% payment and performance bonds for the total subcontracted amount.
 - b. Subcontractor must be able to meet the insurance requirements as specified in the Subcontract Agreement.
 - c. Subcontractor is able to meet the Skilled and Trained Workforce Requirements.
10. Contractor has read the subcontract agreement and agrees to the terms indicated. All deviations from the subcontract agreement will be identified and included with the submission of bid proposal.



Signature

John Stump

Name (Printed)

12-09-20

Date

President

Title

February 23, 2021

Mr. Paul Nadeau, Director of Facilities
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, California 95020
Paul.Nadeu@gilroyunified.org

SCHOOL CLEANUP AGREEMENT, DOCKET NUMBER HSA-FY20/21-063,
SOUTH VALLEY MIDDLE SCHOOL, GILROY UNIFIED SCHOOL DISTRICT,
385 I.O.O.F AVENUE, GILROY, SANTA CLARA COUNTY, CALIFORNIA 95020
(PROJECT CODE: 204329)

Dear Mr. Nadeau:

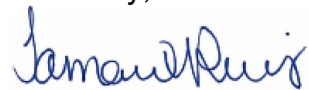
Enclosed for your review and signature is the PDF version of the School Cleanup Agreement (Agreement) for the subject site. This Agreement will cover the Department of Toxic Substances Control's (DTSC) oversight related to activities associated with implementation of a Removal Action Plan (RAW) and/or the completion of a Supplemental Site Investigation.

Please print two (2) copies of this electronic Agreement and follow the directions below.

Upon your signature, please return both originals for DTSC signature (via a mail tracking system) to the letterhead address, to the attention, Ms. Tamara Purvis, Agreement Coordinator, Northern California Schools. One fully executed original will be returned for your files, along with payment instructions and project manager assignment. Additionally, please do not staple the Agreements.

If you have any questions, please contact me via email at Tamara.Purvis@dtsc.ca.gov or via email at (916) 255-3857.

Sincerely,



Tamara Purvis, Agreements Coordinator
Northern California Schools Unit
Site Mitigation and Restoration Program
Department of Toxic Substances Control

Enclosure: *School Cleanup Agreement*

cc: (via email)

Mr. John Gordon
Education Administrator I
California Department of Education
JGordon@cde.ca.gov

Mr. Harold (Bud) Duke, Project Manager
Northern California Schools Unit
Department of Toxic Substances Control
Bud.Duke@dtsc.ca.gov

Ms. Vivian Truong, Associate Accounting Analyst
Northern California Schools Unit
Department of Toxic Substances Control
Vivian.Truong@dtsc.ca.gov

Mr. Jose Salcedo, Unit Chief
Northern California Schools Unit
Department of Toxic Substances Control
Jose.Salcedo@dtsc.ca.gov

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Agreement Regarding:)	Docket No. HSA-FY20/21-063
)	
)	
South Valley Middle School)	School Cleanup Agreement
385 I.O.O.F Avenue)	
Gilroy, California 95020)	
)	
Site Code Number: 204329-11)	
)	
Project Proponent:)	Health and Safety Code
)	sections 25355.5 and 25358.1
)	and Education Code section 17213.2
Gilroy Unified School District)	
7810 Arroyo Circle)	
Gilroy, California 95020)	
)	

I. INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this School Cleanup Agreement (Agreement) with the Gilroy Joint Unified School District (Proponent). DTSC and the Proponent are referred to collectively herein as the “Parties.”

1.2 Site. The property, which is the subject of this Agreement, (Site) is a proposed new school project and is located at 385 I.O.O.F Avenue, Santa Clara County, California 95020. The Site is identified by Santa Clara’s County Assessor’s Parcel Number (APN) 841-02-049. A location map and Site diagram are attached as Exhibit A and Exhibit B.

1.3 Jurisdiction. This Agreement is entered into by DTSC and the Proponent pursuant to Health and Safety Code section 25355.5 and Education Code section 17213.2. These sections authorize DTSC to enter into an enforceable agreement with

the Proponent to oversee the Proponent's implementation of response actions at the Site and other related activities, if necessary.

1.4 Purpose. The purposes of this Agreement are:

(a) For the Proponent to conduct a response action(s) and other associated activities under the oversight of DTSC and receive Site certification from DTSC; and

(b) For DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs for activities associated with this Agreement; and

(c) To enable the Proponent to integrate and expedite the site cleanup and project finance and construction processes by seeking and obtaining all California Department of Education and Office of Public School Construction final approvals and State Allocation Board School Facility Program apportionment for a project at the Site prior to completion of the required response action(s); and

(d) To establish the terms of the Proponent's obligation to complete all DTSC required investigations and/or response action(s).

II. BACKGROUND

2.1 Ownership. The Site is owned by Winters Gilroy Unified School District.

2.2 Substances Found at the Site. The Proponent submitted an application requesting to enter into this Agreement for DTSC's oversight of the development and implementation of response actions to address the chlordane and heptachlor.

2.3 Physical Description. The Site is an existing middle school which consists of approximately 20.5 acres. After the modernization, the school will house approximately 950 students in 33-36 classrooms. The Site is Surrounded by residential

land to the north and south and partially to the east. There is a section of industrial land use to the northeast and another school site directly west.

2.4 Site History. The Site has been South Valley Middle School for over 100 years and prior to the school, it may have been used as a farm field or an orchard.

III. AGREEMENT

3.0 **IT IS HEREBY AGREED THAT** DTSC will provide review, oversight and approval of the response actions conducted by the Proponent in accordance with the Scope of Work contained in Exhibit C. The Proponent shall conduct the activities required under this Agreement in the manner specified herein and in accordance with the schedule specified in Exhibit D. All work shall be performed consistent with Education Code sections 17210, 17210.1, 17213.1 and 17213.2; Health and Safety Code section 25300 et seq., as amended; the National Contingency Plan (Code of Federal Regulations, Title 40, Part 300), as amended; and United States Environmental Protection Agency and DTSC Superfund guidance documents regarding site investigation and remediation.

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide the Proponent with written comments on all of the Proponent's deliverables as described in Exhibit C (Scope of Work) and other documents determined by DTSC to be necessary to the scope of the project or the implementation of this Agreement. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate.

3.2 Additional Activities. Additional activities may be conducted and DTSC's oversight provided by amendment to this Agreement or Exhibits attached hereto in accordance with Paragraphs 3.10, 3.17 and 3.19. If DTSC expects additional oversight

costs to be incurred related to these additional activities, DTSC will provide a written estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. Mr. Jose Salcedo, P.E., Chief, is designated by DTSC as its Manager for this Agreement. Mr. Paul Nadeau, Director of Facilities is designated by the Proponent as Manager for this Agreement. Each Party to this Agreement shall provide at least 10 days advance written notice to the other of any change in its designated Manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent by regular mail to the respective Agreement Managers at the following addresses:

(a) To DTSC:

Mr. Jose Salcedo, P.E., Chief
Northern California Schools
Site Mitigation and Restoration Program
Attn: Mr. Harold (Bud) Duke, Project Manager
Department of Toxic Substances Control
8800 Cal Center Drive, 2nd Floor
Sacramento, California 95826

(b) To the Proponent:

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

For all documents required to be given to DTSC, the Proponent shall submit one hard (paper) copy and one electronic copy in Adobe Portable Document Format (PDF), as specified in Exhibit E. All submittals shall include applicable signatures and certification stamps.

3.5 DTSC Review and Approval.

(a) All response action activities taken pursuant to this Agreement shall be subject to the approval of DTSC. The Proponent shall submit all deliverables required by this Agreement to DTSC. Once the deliverables are approved by DTSC, they shall be subject to the terms of, and be enforceable under this Agreement.

(b) If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (1) return comments to the Proponent with recommended changes and a date by which the Proponent shall submit to DTSC a revised document incorporating the recommended changes; or (2) modify the document as deemed necessary and approve the document as modified.

(c) Any modifications, comments or other directives issued pursuant to this Paragraph are incorporated into this Agreement. Any noncompliance with these modifications or directives shall be deemed a failure or refusal to comply with this Agreement and may be subject to penalties for noncompliance as specified in Paragraph 3.23.

3.6 Communications. All approvals and decisions of DTSC made regarding submittals and notifications will be communicated to the Proponent in writing by DTSC's Agreement Manager or his/her designee. Confirmation of a designation shall be provided in writing by DTSC to validate any approvals or decisions made by the designee of DTSC's Agreement Manager. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other

writings by the Proponent shall be construed to relieve the Proponent of the obligations to obtain such written approvals.

3.7 Stop Work Order. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. In the event that DTSC determines that any activities (whether or not pursued in compliance with this Agreement) are proceeding without DTSC's authorization, DTSC may order the Proponent to stop further implementation of this Agreement or activities for such a period of time needed to obtain DTSC's authorization, if such authorization is appropriate. Any deadline in this Agreement directly affected by a Stop Work Order under this Paragraph shall be extended for the term of the Stop Work Order.

3.8 Payment. The Proponent shall pay (1) all costs incurred by DTSC for preparation of this Agreement and review of documents submitted prior to the effective date of the Agreement, and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents described in Exhibit C and associated documents, and in providing oversight of field activities. An estimate of DTSC's oversight costs is attached as Exhibit F. It is understood by the Parties that Exhibit F is an estimate and cannot be relied upon as the final cost figure. DTSC will bill the Proponent quarterly. The Proponent shall make payment within 30 days of the date of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent.

3.8.1 In anticipation of services to be rendered, the Proponent shall make an advance payment of \$38,800.00 to DTSC no later than 10 days after this Agreement is fully executed. If the advance payment does not cover all costs payable to DTSC under this Agreement, the Proponent shall pay the additional costs within 30 days of the date of DTSC's billing.

3.8.2 If any billing is not paid by the Proponent within 60 days after it is sent, DTSC will commence calculating interest from the date of the billing, at the same rate of return earned on investment in the Surplus Money Investment Fund pursuant to Government Code section 16475 and Health and Safety Code section 25360.1.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by a warrant or check made payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site Code Number 204329) and the Docket Number (Docket Number HSA-FY20/21-063) of this Agreement. Payments shall be sent to:

Department of Toxic Substances Control
Accounting Office
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the warrant or check shall be sent concurrently to DTSC's Agreement Manager. The Proponent requests future DTSC's billings to be submitted to:

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

3.8.4 If the advance payment exceeds DTSC's actual oversight costs, DTSC will provide an accounting for expenses and refund the difference within 120 days after termination of this Agreement in accordance with Paragraph 3.28. In no other case

shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in Paragraph 3.8.1 is a condition precedent to DTSC's obligation to provide oversight, review, comment, and/or approval pursuant to this Agreement.

3.10 Operation and Maintenance (O&M). If O&M is required, the Proponent shall comply with all O&M requirements in accordance with the final approved Removal Action Workplan (RAW), Remedial Action Plan (RAP), and/or Remedial Design, as applicable. Within 30 days of the date of DTSC's request, the Proponent shall prepare and submit to DTSC for approval an O&M plan that includes an implementation schedule. The Proponent shall implement the O&M plan in accordance with the approved schedule.

3.11 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable State law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.12 Project Coordinator. The work performed by and on behalf of the Proponent pursuant to this Agreement shall be under the direction and supervision of a project coordinator with expertise in hazardous substance site cleanup. The Proponent shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate the expertise in hazardous substance site cleanup, the resume of the project coordinator. The Proponent shall notify DTSC within 10 business days of any

change in the identity of the project coordinator. All engineering and geological work shall be conducted in conformance with applicable State law, including but not limited to, Business and Professions Code sections 6735 and 7835 et al.

3.13 Access. The Proponent shall provide and/or obtain access to the Site and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this Paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of the Proponent in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the Proponent.

3.14 Sampling, Data and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning the presence, if any, of hazardous materials at the Site, including electronic data, technical records and contractual documents, sampling and monitoring information, photographs and maps, whether or not such data and information was developed pursuant to this Agreement. The required information or data about the Site may include information that is publicly available or that is within the Proponent's possession or control.

3.15 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall

allow DTSC and its authorized representatives to take splits of any samples collected by the Proponent pursuant to this Agreement. DTSC and the Proponent will agree to the most appropriate method of collecting the split samples.

3.16 Notification of Environmental Condition. The Proponent shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, the Proponent shall furnish a report to DTSC, signed by the Proponent's Agreement Manager, setting forth the events which occurred, and the measures taken in the response thereto.

3.17 Previously Unidentified Release. If, at any time during construction at the Site, a previously unidentified release or threatened release of a hazardous material or the presence of a naturally occurring hazardous material is discovered, the Proponent shall, pursuant to Education Code section 17213.2(e), immediately cease all construction activities at the Site and notify DTSC's Agreement Manager. At this point, DTSC may determine, in consultation with the Proponent, that certain tasks, including, but not limited to, investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of, the tasks and deliverables included in any part of a DTSC-approved RAW or other decision document. Within 14 days after the receipt of such determination, the Proponent may confer with DTSC to discuss the additional work DTSC has requested. The Proponent shall submit to DTSC a workplan for the additional work within 30 days of receipt of DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a workplan, the Proponent shall implement it in accordance with the provisions and schedule contained therein. If approved in writing by DTSC, the Proponent may continue to

proceed with work at the Site that does not impede or interfere with ongoing investigations or work to be conducted.

3.18 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by the Proponent for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Proponent shall comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The Proponent shall notify DTSC in writing at least 90 days prior to destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the related records shall be retained until the completion and resolution of all issues arising therefrom or until the end of the six-year period, whichever is later.

3.19 Amendments. This Agreement may be amended or modified solely upon written consent of all Parties. Such amendments or modifications may be proposed by any Party and shall be effective the third business day following the day the last Party signing the amendment or modification sends its notification of signing to the other Party. The Parties may agree to a different effective date.

3.20 Exhibits. All exhibits identified in and attached to this Agreement are incorporated herein by this reference.

3.21 Time Periods. Unless otherwise specified, time periods begin from the effective date of this Agreement and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.22 Proponent Liabilities. The requirements in this Agreement constitute the requirements of DTSC pursuant to Health and Safety Code section 25187. Nothing in this Agreement shall constitute or be construed as a satisfaction or release from liability for any condition or claim arising as a result of the Proponent's past, current, or future operations.

3.23 Penalties for Noncompliance. The Proponent may be liable for penalties for each day out of compliance with any term or condition set forth in this Agreement as a result of Proponent's failure to comply, pursuant to Health and Safety Code sections 25187, 25359.2, 25359.4 and 25367.

3.24 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by the Proponent or its agents in carrying out the activities pursuant to this Agreement.

3.25 Third-Party Actions. In the event that the Proponent is or becomes a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. The Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

3.26 Reservation of Rights. DTSC and the Proponent reserve the following rights:

(a) DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, Health and Safety Code section 25360 et seq., or any other applicable provision of the law.

(b) Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

(c) Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person", as defined in section 101(21) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or Health and Safety Code section 25319, that is not a signatory to this Agreement.

(d) Nothing in this Agreement is intended or shall be construed to limit the rights of any of the Parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

(e) By entering into this Agreement, the Proponent does not admit to any fact, fault or liability under any statute or regulation.

3.27 Dispute Resolution. The Parties agree to use their best efforts to resolve all disputes informally. The Parties agree that the procedures contained in this Paragraph are the required administrative procedures for resolving disputes arising under this Agreement. If the Proponent fails to follow the procedures contained in this Paragraph, it shall have waived its right to further contest the disputed issue.

The Proponent reserves its legal rights to contest or defend against any final decision rendered by DTSC under this Paragraph. Disputes regarding DTSC billings shall follow the procedures set forth in Paragraph 3.27.3.

3.27.1 The Proponent shall first seek resolution with DTSC's assigned project manager and unit chief. If the issue is not resolved after review by the unit chief, the Proponent shall seek resolution with the DTSC branch chief by presenting in a letter the issues in dispute, the legal or other basis for the Proponent's position, and the remedy sought. The branch chief shall issue a written decision with an explanation for the decision within 15 business days after receipt of the letter from the Proponent.

3.27.2 If the Proponent disagrees with the branch chief's decision, the Proponent may appeal to the division chief of the School Property Evaluation and Cleanup Division. To appeal to the division chief, the Proponent shall prepare a letter stating the reasons why the branch chief's decision is not acceptable. Attached to the letter shall be (a) the Proponent's original statement of dispute, (2) supporting documents, and (3) copies of any responses prepared by the project manager, unit chief, and branch chief. This letter and attachments shall be sent to the division chief within 10 business days from the date of the Proponent's receipt of the branch chief's response. The division chief or his/her designee shall review the Proponent's letter and supporting documents, consider the issues raised and render a written decision to the Proponent within 15 business days of receipt of the Proponent's letter. The decision of the division chief, or his/her designee, shall constitute DTSC's administrative decision on the issues in dispute.

3.27.3 If the Proponent disputes a DTSC billing, or any part thereof, the Proponent shall notify DTSC's assigned project manager and attempt to informally

resolve the dispute with DTSC's project manager and branch chief. If the Proponent desires to formally request dispute resolution with regard to the billing, the Proponent shall file a request for dispute resolution in writing within 45 days of the date of the billing in dispute. The written request shall describe all issues in dispute and shall set forth the reasons for the dispute, both factual and legal. If the dispute pertains only to a portion of the costs included in the billing, the Proponent shall pay all costs which are undisputed in accordance with Paragraph 3.8. The filing of a notice of dispute pursuant to this Paragraph shall not stay the accrual of interest on any unpaid costs pending resolution of the dispute. The written request shall be sent to:

Chief, Collections and Resolution Unit
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806
(916) 322-0481

A copy of the written request for dispute resolution shall also be sent to the person designated by DTSC to receive submittals under this Agreement. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee.

3.27.4 The existence of a dispute shall not excuse, stay, or suspend any other compliance obligation or deadline required pursuant to this Agreement.

3.28 Termination of Agreement.

(a) In the event the Proponent withdraws or rescinds its application for State funds for the school project pursuant to the California Code of Regulations, title 2, section 1859.107, as amended, and all applicable regulations, procedures, and policies implementing Education Code chapter 12.5 (Leroy F. Greene School Facilities Act of 1998, commencing with section 17070.10), as amended; or in the event the Proponent's

request for final site and plan approval for the school project is not approved by the California Department of Education or the Proponent's request for full and final funding is not approved by the State Allocation Board, the Proponent, upon giving 30 days written notice, shall be entitled to terminate the Agreement. In the event that this Agreement is terminated, the Proponent shall be responsible for DTSC's costs incurred in the implementation and administration of this Agreement through the effective date of termination. DTSC will submit a final billing within 120 days from the effective date of termination.

(b) Contamination Remains in Place Where Proponent is Property Owner.

The Proponent, as owner of the Site, shall be subject to the jurisdiction of DTSC, if contamination exceeds levels that are protective of human health, safety and/or the environment. DTSC may issue an order to the Proponent requiring completion of cleanup pursuant to Health and Safety Code, chapter 6.5 (Hazardous Waste Control, commencing with section 25100) or chapter 6.8 (Hazardous Substance Account, commencing with section 25300), as applicable. If DTSC determines that contamination may remain in place under restrictions limiting future land use, the Proponent may be required to develop engineering controls and/or institutional controls, and to enter into an operation and maintenance agreement and/or a land use covenant with DTSC to protect public health, safety and the environment.

3.29 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable federal, State and local laws, regulations and requirements. The Proponent shall carry out this Agreement in compliance with all applicable requirements, including, but not limited to, requirements to obtain permits and to assure worker safety.

3.30 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

3.31 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

3.32 Parties Bound. This Agreement applies to and is binding upon the Proponent and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, administrators, successors and assignees, including but not limited to individuals, partners and subsidiary, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this Agreement.

3.33 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.34 Rescission of Previous Agreements. To the extent the Parties have entered into a prior agreement, including, but not limited to an Environmental Oversight Agreement, Voluntary Cleanup Agreement or a Master Agreement, relating to the same school project, that prior agreement is hereby rescinded and superseded by this Agreement.

3.35 Representative Authority. Each undersigned representative of the Parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Parties to this Agreement.

3.36 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

Mr. Jose Salcedo, PE, Chief
Department of Toxic Substances Control

Date: _____

Mr. Paul Nadeau, Director of Facilities
Gilroy Unified School District

Date: _____

EXHIBITS

A - SITE LOCATION MAP

B - SITE DIAGRAM

C - SCOPE OF WORK

D - PROJECT SCHEDULE

E - GUIDELINES FOR SUBMITTING DOCUMENTS IN ADOBE PORTABLE
DOCUMENT FORMAT

F - COST ESTIMATE

EXHIBIT A
SITE LOCATION MAP

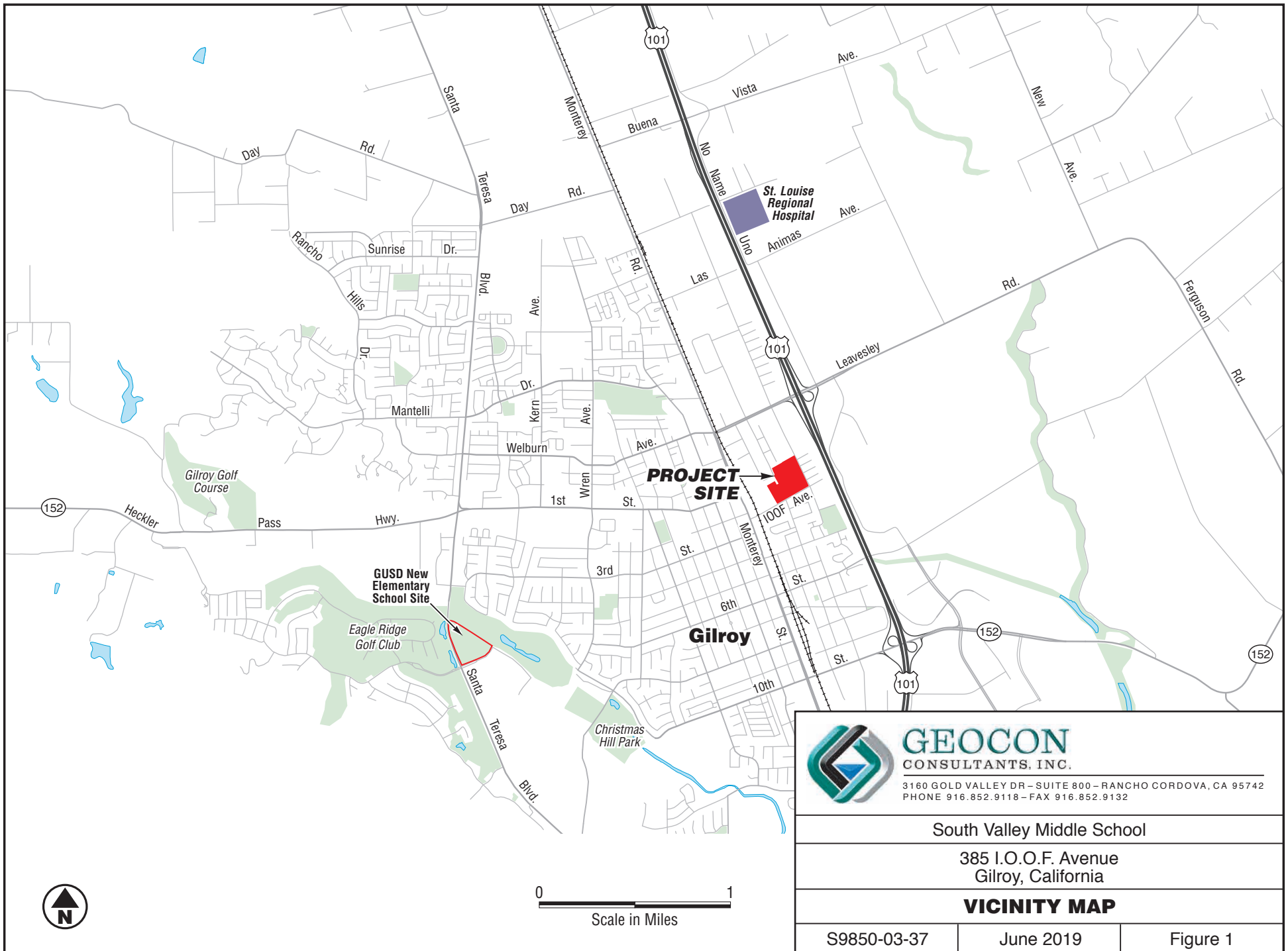


EXHIBIT B
SITE DIAGRAM

EXHIBIT C
SCOPE OF WORK



EXHIBIT C

SCOPE OF WORK

The following Tasks will be completed as part of this Agreement. If circumstances warrant, the Proponent, with DTSC's prior written concurrence, may streamline certain tasks.

TASK 1. Submittal of Existing Data

The Proponent shall submit to DTSC, if relevant and available, all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous materials management and/or release, characterization and cleanup of the Site not previously submitted as part of the Phase I Environmental Assessment (Phase I), Phase I Addendum and/or Preliminary Endangerment Assessment (PEA) reviewed by DTSC. DTSC will review the information, and, in coordination with the Proponent, identify areas and compounds of concern, and determine the additional activities, if any, required to complete the investigation/remediation of the Site.

TASK 2. Scoping Meeting

DTSC's project manager will schedule a scoping meeting with the Proponent and the project coordinator within 15 days of Agreement execution. During the scoping meeting, the project coordinator shall present the proposed scope of work, including a summary of the historical and current onsite land uses, the uses of the adjacent properties, results of the PEA investigation, proposed response actions and timeframe for completion of each task. DTSC will provide recommendations, as needed, and request workplans or reports, as appropriate.

TASK 3. Supplemental Site Investigation (SSI)

- 3.1 SSI Workplan: The Proponent shall submit an SSI Workplan that describes the activities proposed to characterize the contamination identified at the Site. The SSI Workplan shall also include a Site-specific health and safety (HAS) plan as specified in Task 5, quality assurance/quality control (QA/QC) plan as specified in Task 6, sampling plan, and implementation schedule. DTSC will review the SSI Workplan and provide written comments to the Proponent or approve the SSI Workplan. The Proponent shall revise the SSI Workplan in accordance with DTSC's comments, if any is issued.
- 3.2 SSI Workplan Implementation: The Proponent shall begin implementation of the approved SSI Workplan in accordance with the approved implementation schedule. DTSC shall provide oversight and approval of SSI Workplan implementation, as appropriate.

- 3.3 SSI Report: The Proponent shall prepare an SSI Report that at a minimum presents the data, summarizes the results of the investigation, validates all data, and includes recommendations and conclusions. DTSC will review the SSI Report and provide written comments to the Proponent or approve the SSI Report. The Proponent shall revise the SSI Report in accordance with DTSC's comments, if any is issued.

TASK 4. Removal Action Workplan (RAW)

If DTSC determines a removal action is appropriate, the Proponent shall prepare a Removal Action Workplan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The RAW shall include:

- (a) A description of the onsite contamination;
- (b) The goals to be achieved by the removal action;
- (c) An analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- (d) Administrative record list;
- (e) A statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan;
- (f) A health and safety plan (as described in Task 9);
- (g) A QA/QC plan (as described in Task 10);
- (h) An implementation schedule; and
- (i) Any other plans (e.g., transportation plan, dust monitoring and mitigation plan) deemed applicable, relevant or appropriate (Site specific).

DTSC will review the RAW and provide written comments to the Proponent. If the RAW is determined by DTSC to be incomplete, the Proponent shall address all outstanding issues as appropriate.

If DTSC determines a Remedial Action Plan (RAP) is required for the proposed response action, the Proponent shall prepare the RAP in accordance with Health and Safety Code section 25356.1(c) for DTSC's review and approval. The preparation, review and approval of a RAP may be addressed under Paragraph 3.2 (Additional Activities) of this Agreement.

TASK 5. Health and Safety (HAS) Plan

The Proponent shall submit a Site-specific HAS Plan in accordance with California Code of Regulations, title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which shall be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to

hazardous waste, substances or materials. The HAS Plan should describe the specific personnel, procedures and equipment to be utilized.

TASK 6. Quality Assurance/Quality Control (QA/QC) Plan

All sampling and analysis conducted by the Proponent under this Agreement shall be performed in accordance with a QA/QC Plan submitted by the Proponent and approved by DTSC. The QA/QC Plan shall describe:

- (a) The procedures for the collection, identification, preservation and transport of samples;
- (b) The calibration and maintenance of instruments;
- (c) The processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- (d) How the data obtained pursuant to this Agreement will be managed and preserved in accordance with Paragraph 3.18 (Preservation of Documentation) of this Agreement.

TASK 7. RAW Public Participation

- 7.1 The Proponent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest. The Proponent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7 and 25358.7.1, the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.
- 7.2 The Proponent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.
- 7.3 The Proponent shall inform the community of Site conditions and project activities, utilizing a notification format developed by DTSC. The notification may be provided through publication of a public notice in a local newspaper and/or mail-out of an information letter or a fact sheet to community members. The Proponent shall develop and submit information letters or fact sheets to DTSC for review and approval when specifically requested by DTSC. The Proponent shall be responsible for printing and distribution of information letters or fact sheets upon DTSC's approval using the approved community mailing list.

- 7.4 The Proponent shall publish, as appropriate or if deemed necessary by DTSC, in a major local newspaper(s), a public notice announcing the availability of the RAW for public review and comment. The public comment period shall last a minimum of 30 days. Within two (2) weeks of the close of the public comment period, the Proponent shall prepare and submit to DTSC a draft response to the public comments received.
- 7.5 DTSC may require that the Proponent hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW.
- 7.6 If appropriate, the Proponent shall revise the RAW on the basis of comments received from the public and submit the Final RAW to DTSC for review and approval. The Proponent shall also notify the public of any significant changes from the action proposed in the RAW.

TASK 8. California Environmental Quality Act (CEQA)

Based on the results of the draft Initial Study, DTSC will prepare the necessary CEQA documents. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents. If appropriate, the Proponent shall revise the RAW to meet the applicable CEQA requirements and submit the Final RAW to DTSC for review and approval. The Proponent shall also notify the public of any significant changes from the action proposed in the RAW.

TASK 9. Implementation of Final RAW

The Proponent shall implement the removal action in accordance with the approved Final RAW. During implementation of the RAW, DTSC may specify such additions, modifications and revisions to the RAW as deemed necessary to protect human health and safety or the environment or to implement the RAW.

TASK 10. Removal Action Completion Report

Within 30 days of completion of RAW field activities, the Proponent shall prepare a Removal Action Completion Report documenting the implementation of the Final RAW. DTSC will review the Removal Action Completion Report and provide written comments to the Proponent or approve the Removal Action Completion Report.

TASK 11. Certification

Where response actions have been required at the Site, DTSC will issue certification when the four (4) following conditions have been met:

- (a) DTSC has performed a Site inspection to ensure that all response actions, except operation and maintenance activities (if appropriate), have been completed as necessary to ensure that hazardous materials at the Site no longer pose a significant risk;

- (b) DTSC has determined that response action standards and objectives have been met;
- (c) DTSC has approved the Removal Action Completion Report; and
- (d) DTSC has approved the final Operation and Maintenance Plan, if appropriate.

EXHIBIT D
PROJECT SCHEDULE

EXHIBIT D

PROJECT SCHEDULE

TASK	TIMELINE
Proponent to submit advance payment	Within 10 days of Agreement execution
Proponent to submit existing data and reports	Within 15 days of Agreement execution
A scoping meeting to plan and coordinate project activities	Within 15 days of Agreement execution
Proponent to submit SSI Workplan and Report	As determined in consultation with DTSC
DTSC to review and comment or approve on submitted SSI Workplan and Report	As determined in consultation with DTSC
Proponent to submit draft RAW	Within 30 days of receipt of DTSC's request
DTSC to review and comment on draft RAW.	Within 30 days of receipt of draft RAW
Public participation and CEQA activities	As determined in consultation with DTSC
Proponent to finalize RAW, incorporate public comments, if necessary, and submit Final RAW	Within 15 days of close of public comment period
DTSC to approve Final RAW	Within 15 days of receipt of Final RAW
Proponent to implement Final RAW	As outlined in Final RAW
Proponent to submit Removal Action Completion Report	As outlined in Final RAW
DTSC to review and comment or approve Removal Action Completion Report	Within 30 days of receipt of Removal Action Completion Report
Operation and Maintenance Plan, if required	As determined by DTSC
Certification	As determined by DTSC

EXHIBIT E

GUIDELINES FOR SUBMITTING DOCUMENTS IN ADOBE PORTABLE DOCUMENT FORMAT

EXHIBIT E

Guidelines for Submitting PDF Documents to DTSC

With the DTSC Cleanup Program's database, EnviroStor, the public can now download and view project-related documents online. To provide the public with this vital source of information, please provide a PDF copy of documents, even if a hard copy will be supplied.

Due to differences in internet downloading capabilities and resolutions of PDF files, many users have problems uploading and downloading PDF files. Most often the problem is caused by files being saved at unnecessary large sizes. The following guidelines were created to provide consistency in PDF files and allow most users to access these files from EnviroStor.

- 1) **File size:** For each file that needs to be uploaded, the maximum file size should be kept to **30 megabytes** (MB). If you have a large file, please save large color images (e.g., figures, site photos, maps) and supplemental information (appendices) into separate PDF files.
- 2) **Resolution for scanned files:** For files being scanned from a scanner, the resolution or DPI setting should be no more than **200 DPI**.
- 3) **Saving and Naming PDF files:** If you make any changes to a PDF file, always use the Save As option instead of the Save option when saving. This will produce a smaller file size. It is recommended that the files be named by using an abbreviated site name, report title, date, and, if multiple files are being uploaded, the section of report (e.g., **Site_report_mmddyy_section**, 968-81stAve_PEA_072706_text).
- 4) **Accessibility:** To ensure that all files uploaded into EnviroStor are searchable and comply with California's Web Accessibility law, please run all PDF files through an Optical Character Recognition (OCR) process prior to submitting the file to DTSC.
- 5) **Bookmarks:** For large reports, bookmarks should be created in the PDF for ease of navigation.

EXHIBIT F
COST ESTIMATE

EXHIBIT F
SCHOOLS CLEANUP AGREEMENT
OVERSIGHT COST ESTIMATE WORKSHEET
Gilroy Unified School District
South Valley Middle School Project
Project Code: 204329-11

Title	VCP Coord.	Project Manager	Supervisor	Manager	Toxicology Staff	Industrial Hygiene	Public Particip	CEQA Senior EP	Clerical OT
Classification	AGPA	SEG	SHSE I	SHSE II	Toxicologist	IH	PPS		
TASK:									
Agreement Prep./Negotiation	4	2	1						2
1 Submission of Existing Data		8	2		4				
2 Scoping Meeting		4	1		2		2	2	
3 Supplemental Site Investigation (SSI)									
3.1 SSI Workplan		16	1		4				2
3.2 SSI Fieldwork Implementation		8							
3.3 SSI Report		16	1		4				2
4 Removal Action Workplan		32	2	1	8				4
5 Health and Safety (HAS) Plan		4				5			
6 Quality Assurance/Quality Control (QA/QC) Plan		8			4	1			
7 RAW Public Participation									
- Community Questionnaire		2					4		
- Fact Sheet		4					8		
- Community Profile Report		4					16		
- Public Notice		2					4		
8 California Environmental Quality Act (CEQA)		4						8	
9 Implementation of Final RAW		8							
10 Removal Action Completion Report		20	2	1	4				2
11 Certification		8	2	1					1
Cost Recovery/Project Closeout		8	2						2
Project Management (progress report meetings, E-stor updates, consultation and documentation)		10	2						
Total No. Hours/Class	4	168	16	3	30	6	34	10	15
Hourly Rate/Class	165	312	328	344	255	217	165	213	101
Cost/Class	660	52416	5248	1032	7650	1302	5610	2130	1515
Grand Total Cost	\$77,563								

**MAAS Companies, Inc.
Professional Services
Statement of Work**

This Statement of Work is entered into, by and between MAAS Companies, Inc. (“MAAS Companies”) and Gilroy Unified School District (GUSD) (“Customer” or “You”) and is subject to the terms of the Subscription Agreement effective January 6, 2020, and the associated Professional Services Addendum January 6, 2020, (collectively, the “Agreement”).

1. **SOW Effective Date:** February 25, 2021
2. **Contacts.**

MAAS Companies SOW Point of Contact		Customer SOW Point of Contact	
Name:	Jeremy Chapman	Name:	Paul Nadeau
Title:	VP Technology, Information & Strategy	Title:	Director of Facilities Planning & Management
Phone:	(832) 721-7755	Phone:	(408) 726-1686
Fax:	N/A	Fax:	N/A
- Email:	JeremyChapman@maasco.com	Email:	Paul.Nadeau@gilroyunified.org
Address:	N/A	Address:	N/A

3. **Project Description.**

3.1 Overview:

Post PROMPT.ed “Go-Live” Data Import for FSP Migration

3.2 Project Details.

3.2.1 Professional Services to be provided: Data Import; verification and validation

3.2.2 Location: Virtual

3.2.2 Project Staffing: CST, Natalie Nugent; IT, Jeremy Chapman

3.3 Assumptions and Responsibilities.

3.3.1 Customer Responsibilities

Project data, review and confirmation; verification and validation of data and workflow

3.3.2 MAAS Companies Responsibilities

Project data import for fund sources 018, 212, 213

3.3.3 Shared Responsibilities

Testing and Confirmation.

4. **Schedule or Timetable for Professional Services.**

Import of data for active projects post go-live of PROMPT.ed – FY 2020-21 data to date for 3/31/2021 deadline of full FSP migration.

Data import required to ensure successful, accurate migration to ForSitePro; This SOW is written for up to 20 hours. It is not anticipated that work will exceed 20 hours. Should that occur, MAAS will issue an additional SOW or addendum.

5. Fees for Professional Services.

Rate Schedule			
Hours (EST)	Description	Rate	Total
8	File/Variable Prep	\$175.00	\$1,400.00
2	Meetings/Data Confirmation	\$175.00	\$350.00
6	Setup/Import	\$175.00	\$1,050.00
4	Testing & Confirmation	\$175.00	\$700.00
20			\$3,500.00

6. Change Orders. During the course of the project, the project requirements, timeline and/or other issues affecting the project plan may change or arise. Some changes may be minor, cause no delay and introduce no additional risk to the project, in which case they can be accommodated within the scope of the project upon the mutual agreement (email to suffice) of the parties. Other changes may take the form of significant modifications to the scope and timeline and require that a formal Change Order amendment to this SOW ("Change Order") be signed by the parties. Upon execution of a Change Order by the parties, such Change Order will be effective and incorporated herein.

7. Other.

The provisions of this SOW state the entire agreement between the parties regarding the subject matter hereof. In the event of any conflict between the provisions of this SOW and the Addendum or Agreement, the provisions of the Addendum will prevail.

This Statement of Work incorporates all terms and provisions of the Agreement, and is valid only if signed by authorized representatives of both parties. Each party represents that the individual signing on its behalf has read this Statement of Work, understands it, and has full authority to bind such party.

AGREED TO AND ACCEPTED BY:

AGREED TO AND ACCEPTED BY:

MAAS Companies, Inc.

Customer

Signature

Signature

Printed Name

Printed Name

Title

Title

MAAS Schedule of Work

Explanation of Schedule of Work

Overview

MAAS has been migrating the software platform from “Prompt.ed” to “ForeSitePro” over the past year and our migration path has been set up for March 2021. In order to do so, MAAS will be migrating our current data from one platform to another. We will be performing consistency checks after migration.

Additional Scope

In anticipation of this migration, I have been working with MAAS to develop an automated platform to import our existing and future “Facilities Based Transactions” (Funds212,213 and some 018) into ForeSite Pro without replicating work for us. It will also mirror our accounting software as it will be exported from QSS (our accounting software) regularly. Over the past 6 months, with the help of SCCOE, I have extracted the transactions from QSS and “cleaned” them for importation into ForeSitePro. During the migration process, I want to import this data into the platform (for historical reporting purposes) as well as solidify the importation process of all future transactions.



February 3, 2021

Alvaro Meza, Assistant Superintendent
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020

Dear Mr. Meza,

Santa Clara County Office of Education and School Health Clinics of Santa Clara County are pursuing a partnership opportunity at the South County Annex (Antonio del Buono) site that SCCOE leases from Gilroy Unified School District. This partnership will require interior renovations to convert the front office area into a health clinic.

School Health Clinics' Gilroy Neighborhood Clinic has served low-income, primarily Latinx families in the south county since 1999, with comprehensive primary care for pediatric, adolescent, and young adult patients ages 0-24 years. In 2019, the clinic served nearly 1,000 unduplicated patients. This population disproportionately experiences higher levels of obesity, hypertension, and diabetes than other groups. COVID-19 has hit this population very hard, with the impact of the disease and its economic fallout significantly compounded by poverty, crime, overcrowded and unstable housing, and limited access to healthcare. In 2019, 22% of patients had depression, anxiety, ADD/ADHD, and/or substance use disorder.

The Gilroy Neighborhood Clinic is a critical resource that provides these families with comprehensive medical services in a setting that is accessible and welcoming to all. The clinic's services include immunizations, well child checks, physicals and sports physicals, reproductive health, and specialty care by referral. Recently expanded behavioral health services help children, adolescents and families cope with pandemic-related challenges, including substance use disorder and mental illness. Clinic staff also support patient families with healthcare navigation services and health insurance enrollment.

The South County Annex is a superb location for the Gilroy Neighborhood Clinic: centrally located and easily accessible to many communities. The new clinic will have up to three additional exam rooms along with potential office space for a behavioral healthcare provider, a significant increase in facility capacity that will help School Health Clinics continue serving Gilroy and the surrounding region for decades to come.

The proposed renovations would transform existing private offices and a copier room into suitable examination rooms. The work includes:

- Addition of plumbing to provide sinks in an office, the copier room, and storage room, which will also involve drywall and flooring work to tie into existing plumbing and drainage lines in the current Nurse's Office.
- Installation of cabinetry
- Removal of carpet and installation of vinyl flooring
- Installation of dedicated electrical circuits for medical refrigeration
- Addition of a door for the copier room to provide a private exam space

The attached documents provide a room-by-room description of the proposed renovations with the Room Numbers noted on the CUPCAA specifications corresponding to those shown on the office layout.

The project would be awarded by SCCOE through its CUPCAA process with project management oversight by our office. School Health Clinics will provide the necessary funding to SCCOE to cover the cost of renovations.

Please review the enclosed documents and let me know if you require any additional information for your consideration.

We are proceeding with preparing our project specifications and seeking bids in anticipation of approval so that we may issue notices to proceed as soon as we have permission from Gilroy Unified School District to move forward. With the pending displacement of School Health Clinics of Santa Clara County from South Valley MS, we have a target completion date of July, 2021.

Sincerely,



Eric R. Dill
Chief Business Officer

cc:

Mary Ann Dewan, Ph.D., County Superintendent of Schools
Stephanie Kleinheinz, Chief Executive Officer, School Health Clinics of Santa Clara County
Craig Wilde
Ted Pierce

CUPCCAA PROJECT

South County Annex - Health Clinic Improvements

DECEMBER 10, 2020

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1.0 OVERVIEW OF THE PROJECT

1.1 GENERAL PROJECT INFORMATION

Santa Clara County Office of Education, SCCOE, is improving the existing conditions of the South County Annex campus as described within 2.0 Scope of Work.

1.2 SCHOOL SAFETY ACT

- ☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours)
- ☒ Installation of physical barrier at the work site to limit contact with pupils
- ☐ Fingerprinting and certification will be required
- ☐ Surveillance of employees of the Contractor by school personnel
- ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony

1.3 SITE CONDITIONS

- ☐ Contractors shall provide and maintain portable restrooms for their staff throughout the project schedule. Location will be determined by Project Coordinator.
- ☒ Contractor will use on-site restrooms. Location will be provided by Project Coordinator.

1.4 PREVAILING WAGES

The successful bidder and each of its subcontractors of any tier will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract (“Prevailing Wages”).

1.5 BONDS

Payments Bond – applies if over \$25K
Performance Bond – applies if over \$25K

1.6 PROJECT LOCATION

South County Annex
9300 Wren Ave.
Gilroy, CA 95020

1.7 PROJECT CONTACTS

Facilities Manager
Ted Pierce
(408) 453-6684
tpierce@sccoe.org

Project Coordinator


2.0 SCOPE OF WORK

2.1 EXTERIOR SCOPE

AREA	SCOPE DESCRIPTION

2.2 INTERIOR SCOPE

ROOM NAME	SCOPE DESCRIPTION
ALL	Provide all labor and associated materials. Protect all surfaces and areas not in scope.
05 COPIER	Remove existing millwork – to be storage and reused Remove Carpet Remove Wallpaper Install new sink and faucet – tie into existing plumbing patch wall openings required to perform work. Install new vinyl flooring and base <ul style="list-style-type: none">• Mannington Commercial – BioSpec - Homogeneous Sheet• Color TBD Prepare all surfaces to receive paint which may include: Remove all nails, screws, etc. Remove and replace all switch plates, outlet covers, etc.. Do not paint around. Fill all holes and cracks Prime and seal areas as needed Paint to cover existing color(s). New partial wall and door – match existing. Exclude door hardware.
06 Office	Remove Carpet Install new sink and faucet – tie into existing plumbing patch wall openings required to perform work. Install new vinyl flooring and base <ul style="list-style-type: none">• Mannington Commercial – BioSpec - Homogeneous Sheet• Color TBD Prepare all surfaces to receive paint which may include: Remove all nails, screws, etc. Remove and replace all switch plates, outlet covers, etc.. Do not paint around. Fill all holes and cracks Prime and seal areas as needed Paint to cover existing color(s).

07 Office	Install two new dedicated 20A outlets. Pull from panel in 08 Storage
08 Storage	<p>Remove Carpet</p> <p>Install new sink and faucet – tie into existing plumbing, patch floor and wall openings required to perform work.</p> <p>Install new vinyl flooring and base</p> <ul style="list-style-type: none"> • Mannington Commercial – BioSpec - Homogeneous Sheet • Color TBD <p>Prepare all surfaces to receive paint which may include: Remove all nails, screws, etc. Remove and replace all switch plates, outlet covers, etc.. Do not paint around. Fill all holes and cracks Prime and seal areas as needed Paint to cover existing color(s).</p> <p>Encase electrical panel with laminate finished plywood.</p>
ADD Alternates	
11 Conference	<p>Remove carpet</p> <p>Install new vinyl flooring and base</p> <ul style="list-style-type: none"> • Mannington Commercial – BioSpec - Homogeneous Sheet • Color TBD
05 Copier 06 Office 08 Storage	<p>Install existing owner provided millwork from prior health clinic location.</p> 

3.0 PROJECT SCHEDULE AND MILESTONES

3.1 SCHEDULE OF WORK

The Project Location will be open for work during the following hours:

Monday – Friday 8:00am – 4:30pm

3.1 PROJECT SCHEDULE

All work described in section 2.0 Scope of Work shall be complete by:

Friday May 28, 2021.

4.0 ATTACHMENTS

4.1 As Built Plans

AREA OF WORK

