

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Special Concurrent Meeting**

**APRIL 21, 2016
Ridgecrest City Council Chambers
100 West California Avenue
*www.ssusd.org***

We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Castillo-Covert
Bill Farris
Tim Johnson, Vice President/Clerk
Kurt Rockwell
Michael Scott, President

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

10. CONSTRUCTION ADMINISTRATION

10.6 Authorization to Participate in the California Multiple Award Schedule (CMAS) with
KYA Services, LLC for the Burroughs High School Modernization Project

11. ADJOURNMENT

10. CONSTRUCTION ADMINISTRATION

10.6 Authorization to Participate in the California Multiple Award Schedule (CMAS) – with KYA Services, LLC for the Burroughs High School Modernization Project

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA), the district has commenced work on the Burroughs High School Modernization Project. The project schedule at Burroughs High School is a particularly aggressive one. Work has already commenced and in order to adhere to the schedule, carpet must be ordered immediately.

CURRENT CONSIDERATION: Utilization of a CMAS contract is permitted under the auspices of California Public Contract Code sections 10290, 10298, and 10299 allowing public entities including school districts, to make use of CMAS to acquire goods and services from vendors listed as approved contractors. The State of California authorizes school districts to purchase services from KYA Services, LLC through CMAS Contract # 4-14-72-0057A. KYA Services, LLC has provided the district with a proposal in the amount of \$259,823.88 for carpet including installation, per the attached quote.

FINANCIAL IMPLICATIONS: The district plans to use DoD grant fund sources for 80% of the contract, as well as several other fund sources for the remaining 20% which is required to be provided by the district per the grant agreement.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize participation in CMAS contract #4-14-72-0057A with KYA Services, LLC. in the amount of \$259,823.88 for carpet and installation in support of the Burroughs High School Modernization Project.



COVER SHEET

PROPOSAL FROM KYA SERVICES LLC

CA LICENSE # 984827

CORPORATE OFFICE

Main Office & Gallery

1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
Fax: (714) 586-5526

KYA Services (714)659-6476
KYA Surfacing (714) 659-6477

REGIONAL ADVISORS

Kern County

Alyssa Meinking

Ph: (916) 534-0377

Emails: Alyssa@KYASurfacing.com

Kevin Koschik

Ph: (916) 870-8786

Emails: Kevin@KYASurfacing.com

Richard Contreras

Ph: (916) 215-0712

Emails: Richard@KYASurfacing.com

Central Coast

Justin Bryant

Ph: (661) 857-5431

Emails: Justin@KYASurfacing.com

Date: 3/8/2016

To: Sierra Sands USD

Attn: Dave Hall

Phone: 760-499-5300

Pages: 5

Project Name: Burroughs HS - Powerbond

CMAS Contract 4-14-72-0057A

Base Contract GS-27F-0504H

Contract Terms 3/3/14 through 12/31/17

Proposal Number 15-2284F Rev 2

COMMENTS _____

Dave Hall

Thank you for your continued interest in KYA and for allowing me the opportunity to discuss our products and services.

Attached is the proposal per your request.

Please do not hesitate to call me if you have any questions, I look forward to being of assistance to you.

Sincerely,



Justin Bryant
Regional Advisor

Cell: (661) 857-5431

E-mail: Justin@KYASurfacing.com

Tel: (714) 659-6475 | Fax: (714) 586-5526

Website: www.KYASurfacing.com

1522 Brookhollow Dr., | Suite 3
Santa Ana, CA 92705

PROPOSAL

Corporate Mailing Address:
 1522 Brookhollow Dr. Suite 3
 Santa Ana, CA 92705
 PH (714)659-6476 FAX (714)586-5526



This is a legal agreement – please read carefully. Complete and initial all pages.

Proposal: 15-2284F Rev 2

Date: 3/8/2016

To: Sierra Sands USD
 113 Felspar St., Ridgecrest, CA 93555

Terms: Net 30

CMAS Contract: 4-14-72-0057A

c/o: Dave Hall

Base Contract: GS-27F-0504H

RA: Justin Bryant

Contract Terms: 3/3/2014 - 12/31/2017

RA Phone: 661-857-5431

SIN#/ MANF#

RA Email: Justin@KYASurfacing.com

Pattern Match: None

Site: Burroughs HS - Powerbond

Minimum: 25 - 65 syds depending on color

Address: 500 E. French Ave.,

Order: selection

Ridgecrest, CA 93555

Notes: Final sales tax rate will be based upon the shipping address, not the purchaser's address. Price is good for 60 days from date of quote due to rising petroleum costs. Material overages must be shown on the purchase order. 6-8 weeks upon receipt of approved PO

SCOPE OF WORK

Line Item Proposal

Furnish & Apply

Material

| | | | | |
|--|-------|----|---------|--------------|
| Supply Box Study 1017371-002 Powerbond RS | 4125 | sy | \$28.49 | \$117,521.25 |
| Overage | 41.25 | sy | \$28.49 | \$1,175.21 |
| Supply Haphazard 1016751-004 Powerbond RS | 1135 | sy | \$21.30 | \$24,175.50 |
| Overage | 22.7 | sy | \$21.30 | \$483.51 |
| Supply Geo Tiles Charcoal | 120 | sy | \$58.75 | \$7,050.00 |
| Supply CA Seam Weld | 6 | ea | \$16.57 | \$99.42 |
| Supply C-56 Primer | 52.5 | ea | \$99.99 | \$5,249.48 |
| Supply Goldstix Adhesive | 15 | ea | \$40.82 | \$612.30 |
| Supply Burke 4" Topset Rubber Base - Black | 7500 | lf | \$1.25 | \$9,375.00 |

Application

| | | | | |
|--|------|----|-------------|-------------|
| Standard Floor Prep | 104 | hr | \$81.25 | \$8,450.00 |
| Apply Box Study/Haphazard Powerbond RS | 5260 | sy | \$6.57 | \$34,558.20 |
| Apply Geo Tiles Charcoal | 120 | sy | \$6.57 | \$788.40 |
| Carpet Upholstery on Risers in Music Room F | 200 | lf | \$6.57 | \$1,314.00 |
| Reducer Strips | 180 | lf | \$3.13 | \$563.40 |
| Apply Burke 4" Topset Rubber Base - Black | 7500 | lf | \$0.94 | \$7,050.00 |
| Adhesives/Sundries/Staging/Delivery/Protection/Dumpster/Punch list | 1 | ea | \$14,206.25 | \$14,206.25 |

| | | | | |
|----------------------------|---------|----|-------------|-------------|
| Bonding Fee | 1 | ea | \$5,094.59 | \$5,094.59 |
| Freight | 5443.95 | sy | \$1.34 | \$7,294.89 |
| AB2398 Carpet Recovery Act | 5443.95 | sy | \$0.20 | \$1,088.79 |
| Tax | 1 | ea | \$13,673.69 | \$13,673.69 |

Site Qualifications and General Scope of Work Total Price **\$259,823.88**

DIR # 1000003379 (Powerbond) Classrooms, Library/Choir Room

Misc. line item includes concrete patch, base glue, blades, trowels, sanding disc, CPT protection supplies,

trash & transportation costs Bid Per Plans, Spec 09650, 09658, 09659, 09660, 09680 & Addendum 1, 2 & 3

(Attic stock Included) Demo, Furniture Removal, Off hours & excessive floor prep excluded, Wood flooring, Quarry Tile,

Lonseal Vinyl, Coving Moisture Remediation excluded but testing included per specs Tandus carpet accepts 100 RH

and testing not required.

NOTES:

Estimated from: Field measure by **Progressive**
 All work to be done during normal business hours Monday –Friday
 Exclusions (unless specifically included in the above scope of work):
 Protection of Floors Attic Stock Night/Weekend Labor
 Dumpster Bonding Cost
 Preformed Corners
 Resilient Flooring Stair Materials Extensive Floor Preparation
 Furniture Moving Asbestos Abatement
 Carpet Cleaning Cleaning/Waxing of Resilient Border Carpet
 The above proposal is valid for 60 days from the date first set forth above.

Payment Terms

| | |
|---|----------------------|
| (1) Upon execution of the Agreement (Deposit) | <input type="text"/> |
| (2) Upon delivery of Material | <input type="text"/> |
| (3) Upon completion of Assembly/furnishing | <input type="text"/> |
| (4) Other (specify): | <input type="text"/> |

PROPOSAL

Corporate Mailing Address:
1522 Brookhollow Dr. Suite 3
Santa Ana, CA 92705
PH (714)659-6476 FAX (714)586-5526



GENERAL TERMS AND CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the Company, as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above.
- 3) **Standard Exclusions:** Unless specifically included this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owner's responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 4) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 5) **Payment:** Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 6) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 7) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 8) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

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9) **Returned Product, Deposits and/or Cancelled Order:** From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are nonrefundable.

10) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and / or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and /or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) **Warranty; Limitations of Liability:**

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner.

Purchaser shall notify Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT (OR THE RELEVANT PURCHASE ORDER).

The warranties for the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of the work.

13) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 13.

14) **Delegation: Subcontractors:** The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company.

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- 15) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any acts of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 16) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 17) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.
- 18) **No Third-Party Beneficiaries:** This Agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 19) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of California.
- 20) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

Accepted by:

KYA Services LLC

| | | | |
|-------------|--|-------------|--------------------------|
| Signature: | | Signature: | <i>Richard Contreras</i> |
| By: (Print) | | By: (Print) | Justin Bryant |
| Title: | | Title: | Regional Advisor |
| Date: | | Date: | 3/8/2016 |