

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Special Concurrent Meeting**

**SEPTEMBER 12, 2019
Ridgecrest City Council Chambers
100 West California Avenue
Ridgecrest, CA 93555
*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
Kurt Rockwell, President
Michael Scott, Vice President/Clerk

Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

The board will provide time during the discussion of each agenda item for members of the public to comment.

10. CONSTRUCTION ADMINISTRATION

10.1 Approval to Enter Into a Purchase Order with A-C Electric to Make Modifications to Electrical Outlets and Data Drops at Curriculum & Instruction Spaces at Sierra Vista Education Center

14. ADJOURNMENT

10. CONSTRUCTION ADMINISTRATION

10.1 Approval to Enter Into a Purchase Order with A-C Electric to Make Modifications to Electrical Outlets and Data Drops at Curriculum & Instruction Spaces at Sierra Vista Education Center

BACKGROUND INFORMATION: The district suffered damage to its facilities as a result of two earthquakes in July 2019. After assessing damages and determining the extent of repairs necessary, a decision was made to relocate Richmond Elementary School to the district’s site at 348 Rowe Street, formerly Vieweg Elementary. In order for the Richmond staff and students to relocate to the Vieweg site, it was necessary for the Curriculum & Instruction (C&I) staff to relocate from the Vieweg site to the Sierra Vista Education Center (SVEC). Certain improvements are necessary at the SVEC in order to accommodate requirements of the C&I department.

CURRENT CONSIDERATIONS: The C&I department is currently occupying two rooms at SVEC. One of these rooms, referred to as “Room B”, will be used to house the Teachers on Special Assignment (TOSA) and to host district training events. Currently, the capacity and configuration of the electrical and data systems in “Room B” are not adequate to support these requirements. The district has received a quote from A-C Electric for this work.

FINANCIAL IMPLICATIONS: The quote for this work is \$16,385.00. It is anticipated that 75% of this funding will be reimbursed by the California Office of Emergency Services (Cal OES). The remaining 25% will come from the general fund.

SUPERINTENDENT’S RECOMMENDATION: It is the superintendent’s recommendation that the district contract with A-C Electric for modifications to the electrical and data systems at the SVEC to meet C&I requirements.



A-C Electric Company
Box 81376
Bakersfield, CA 93380-1376
Phone 661/633-5368
Fax 661/324-2761
www.a-celectric.com

PROPOSAL - CONFIRMATION - CONTRACT

August 28, 2019

Sierra Sands Unified School District
113 West Felspar Ave
Ridgecrest, CA 93555
Attention: Randy Coit

SUBJECT: SVC Electrical

A-C Electric Company is pleased to provide the following proposal.

This proposal is based on the following bid documents:

Job walk by Jose Flores.

SCOPE OF WORK:

1. Furnish and install data drops, locations to be determined by Sierra Sands.
2. Furnish labor to test Cat 6 drops.
3. Furnish and install 120V receptacle drops, locations to be determined by Sierra Sands.
4. Furnish labor to install Extron System.
5. Furnish labor to install Epson smart board and projector.

CLARIFICATIONS:

1. This proposal is subject to the attached A-C/AC&TS Standard Terms & Conditions.

EXCLUSIONS:

1. Overtime & shift work. This proposal is based on all work being performed 7:00 a.m. to 3:30 p.m. Monday - Friday.
2. All permits and fees.
3. All Utility Company fees.
4. Any PE stamped permit drawings.
5. Bond - our bond rate is 0.898%.

6. Liquidated damages due to events not under our control.
7. Temporary power and lighting.
8. All painting and patching.
9. Structural backing within walls and ceiling for electrical equipment.
10. Plywood backboards.
11. Troubleshooting and/or repairing existing electrical equipment, devices and circuitry.

PRICING INFORMATION

Total Lump Sum Price:

\$16,385.00

PAYMENT TERMS: Semi-Monthly, Net-15

Acceptance may be made by signing and returning one copy of this proposal letter or forwarding an acceptable form of your purchase order or subcontract document by 09/27/2019.

Thank you for allowing A-C Electric Company the opportunity to provide you with this proposal. If you should have any questions or comments, please feel free to contact me at .

OFFERED BY:
A-C Electric Company



SIGNED

Myles Marquez
Service & Special Projects Manager

NAME, TITLE

8/28/2019

DATE

ACCEPTED BY:
Sierra Sands Unified School District

SIGNED

Randy Coit

NAME, TITLE

DATE

STANDARD TERMS & CONDITIONS

WARRANTY:

All equipment & instrumentation supplied by A-C Electric Company is limited to the manufacturer's warranty and workmanship is warranted for (1) year from the date of installation. Warranty does not extend to preexisting conditions, damage or wear caused by misuse, negligence, accident, corrosion, modification by Client, loss of product, or tampering in any manner.

In no event shall A-C Electric Company be responsible for consequential or special damages which may arise in connection with such equipment, parts or programming.

The foregoing warranty terms are expressly made in lieu of any and all other warranties, expressed or implied, including warranties of merchantability and of fitness for any purpose.

ALTERNATE CONTRACT LANGUAGE:

Should Client choose to accept this proposal by providing a purchase order or alternate contract document, this proposal is conditioned on such document being mutually acceptable to both parties.

Some clauses of importance to us are realistic payment clauses which protect both parties, guarantee us that we get paid promptly for our work and eliminate unnecessary paperwork; indemnification clauses which equitably allocate risk to the parties, insuring that you are indemnified for the negligent acts of A-C Electric Company, without A-C Electric Company indemnifying or defending you for your negligence; scheduling clauses which give us adequate time to perform our work efficiently and safely, compensate us for acceleration required for reasons outside our control, and limits any requirement for us to accelerate without compensation to our failure to perform in meeting a reasonable schedule.

In the event that we are unable to reach a mutually acceptable contract utilizing Contractor's proposed document, this proposal is conditioned on the use of Consensus DOCS 750 or 751, documents drafted and agreed to by the various construction trade associations with the intent to be fair to the contractor, subcontractor and owner.

As an interim measure, while we are working on a mutually acceptable contract document, we will perform work and supply material upon receipt of a written authorization to do so with the assurances that we will be paid timely for the work done.

INTELLECTUAL PROPERTY:

A-C Electric Company shall retain all right, title and interest in all Intellectual Property (as defined herein) used, made or arising in connection with the Contract or otherwise provided or communicated to Client by or on behalf of A-C Electric Company. Without limiting the foregoing, Client shall not use any drawings or specifications prepared by A-C Electric Company, except for the purpose of confirming the quality of design and manufacturing of the products set forth in the attached proposal; and Client shall not photocopy, duplicate or in any way reproduce in whole or in part any drawings, specifications, or software which may be supplied by A-C Electric Company; provided, however, that the Client may make copies of and use such software for Client's internal purposes only, and not for rendering services or selling products to third persons. The Client shall not sell, license, sublicense, assign or otherwise transfer the Intellectual Property or any interest therein to anyone. As used herein, "Intellectual Property" means and includes any and all software, specifications, designs, processes, techniques, concepts, improvements, discoveries, ideas, and inventions, whether or not patentable, and all patents, copyrights, trade secrets and other intellectual property rights therein or related thereto.

Title to any application software provided to Client by A-C Electric Company under the Contract remains with A-C Electric Company, and Client is subject to any third party licenses. A-C Electric Company grants to the Client a personal, paid-up, perpetual, nonexclusive, non-assignable and non-transferable license, without right of sub-license, to use said application software in the application for which the software was designed in conjunction with the specified equipment.