

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Special Concurrent Meeting**

**NOVEMBER 20, 2014
Ridgecrest City Council Chambers
100 West California Avenue
*www.ssusdschools.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 citizens.

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Castillo-Covert
Judy Dietrichson
Bill Farris
Tom Pearl, Vice President/Clerk
Kurt Rockwell, President
Michael Scott

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

10. CONSTRUCTION ADMINISTRATION

10.4 Approval of Bid Selection for Repair to Sierra Vista Education Center Commercial Units

11. BUSINESS ADMINISTRATION

11.1 Approval to Sell Two CNG School Buses Previously Declared Surplus Property

12. ADJOURNMENT

10. CONSTRUCTION ADMINISTRATION

10.4 Approval of Bid Selection for Repair to Sierra Vista Education Center Commercial Units

BACKGROUND INFORMATION: In November, 2013 significant water damage was sustained to the Sierra Vista Educational Center (SVEC) commercial units. The damage was due to the fact that the roof on the units was in the process of being replaced and the units were open to the elements during a seasonal downpour. Immediate measures taken were to help tenants move out of the units and cleanup was performed by both staff and ServiceMaster. Tenants were provided with temporary locations until such time as the units could be restored to their previous condition. The original roofing company has since repaired the roof on all commercial units affected at no additional cost to the district.

CURRENT CONSIDERATIONS: The district initiated a claim with Self Insured Schools of California (SISC) in order to recoup the costs associated with the damage. A representative of SISC visited the district and inspected the facilities. The claim has been approved and a settlement has been achieved. Subsequently, the district Project Management Company – Maas Co. was requested to head up the restoration project. A bid packet was prepared and posted on the district website, an advertisement was placed in the Daily Independent newspaper, and local vendors were contacted. Bid responses were received from C. Martin Company, Inc. with \$67,450.00, Stevens Construction with \$95,839.00, and PVC Plumbing & Mechanical, Inc. with \$96,609.00.

FINANCIAL IMPLICATIONS: Based on the responses received, C. Martin Company, Inc. was determined to be the overall lowest qualified bidder.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board authorize staff to contract with C. Martin Company, Inc. for the repair of the water damaged units at the SVEC.



SIERRA SANDS

Ernest M. Bell
Superintendent

UNIFIED SCHOOL DISTRICT
113 W. Felspar Avenue • Ridgecrest, CA • 93555 • 760 499-1600
Website: www.ssusdschools.org

November 13, 2014

TO: All Bidders
RE: Sierra Vista Center

**NOTICE OF INTENT TO AWARD A CONTRACT
WATER DAMAGE REPAIR PROJECT
General Construction Contract**

The Sierra Sands Unified School District Board of Trustees intends to award a contract to C. Martin Company, Inc. in the amount of \$67,450.00, at their meeting of November 20, 2014 for the Water Damage Repair project at the Sierra Vista Center. The deadline for any bid protest is 5:00 p.m. on Monday, November 17, 2014. Any protests should be directed in writing to Steven Hubbard, Project Manager, at the address or email below.

Steve J. Hubbard
Sierra Sands Unified School District
113 W. Felspar
Ridgecrest, CA 92203
shubbard@ssusd.org

Sincerely,

Christina Giraldo
Assistant Superintendent for Business and Support Services

Board of Education

Amy Castillo-Covert • Judy Dietrichson • Bill Farris • Tom Pearl • Kurt Rockwell • Michael Scott

Sierra Sands Unified School District
SIERRA VISTA CENTER
WATER DAMAGE REPAIR
UNIT NO'S 1305, 1307, 1309, 1311, 1313 & 1315

BID PROPOSAL

To: **Sierra Sands Unified School District, a California unified school district acting by and through its Board of Trustees (District),**

From: C. Martin Company, Inc.
(Typed or Printed Name of Bidder)

1259 E. Ridgecrest Blvd.
(Typed or Printed Address of Bidder)

Ridgecrest, CA 93555
(Typed or Printed City, State & Zip Code)

760-677-6280 760-384-2696
(Telephone No.) (Facsimile No.)

Kevin C. Martin
(Typed or Printed Name of Bidder's Representative)

Kmartin@cmartin.com
(Typed or Printed E-mail Address of Bidders Representative)

1. Bid Proposal:

1.1 **Bid Proposal Amount.** The undersigned Bidder proposed and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete, in a workmanlike manner, all of the work required for the Project described as **SIERRA VISTA CENTER, WATER DAMAGE REPAIR** for the sum of Sixty Seven Thousand Four Hundred fifty Dollars (\$67,450.00) which amount **INCLUDES** an **ALLOWANCE** of \$10,000 in addition to the Base Bid Amount.. The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 **Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the District.

KCM Addenda No's 1 received, acknowledged and incorporated
(Initial) into this Bid Proposal.

1.3 **Alternate Bid Items:** The Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District's award of the Contract unless an Alternate Bid Items incorporated into the Scope of Work of the Contract awarded.

2. Documents Accompanying Bid: The Bidder has submitted with this Bid Proposal the following:

- a. Bid Security;
- b. Sub-Contractors List;
- c. Verification of Pre-Qualification Application;
- d. Non-Collusion Affidavit;
- e. Certificate of Workers Compensation insurance; and
- f. Drug Free Workplace Certification

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. **Award of Contract:** If the Bidder submitting this Bid Proposal is awarded the contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with the delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District:

- a. Certificates of Insurance evidencing all insurance coverages required under the Contract Documents;
- b. The Performance Bond; and
- c. The Labor and Material Payment Bond.

Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, on its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4. **Contractor's License:** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) B and bearing License Number(s) 307310, within expiration date(s) of 02/28/2015. The Bidder certifies that:

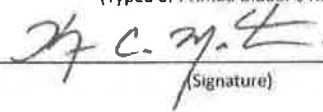
- i. It is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents;
- ii. That such license(s) shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and
- iii. That all Sub-Contractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5. **Acknowledgement and Confirmation:** The undersigned Bidder acknowledges its receipt, review and understanding for the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that is has, or has available, all necessary equipment, personnel materials, facilities and technical and financial ability to complete the work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.
6. **Agreement to Bidding Requirements:** the undersigned Bidder acknowledges and confirms its receipt and review of, and agreement to, the bidding requirements set forth in the Contract Documents. In accordance with California Civil Code §1717, the bidder expressly acknowledges and agrees that in the event that Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal, a bid protest relating to the bidding process or this Bid proposal or award of the Contract for the Project and the District is named as a part thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorney's fees and costs incurred in connection with any such proceeding, including any appeals arising therefrom. This attorney fee provision shall be limited to legal or equitable proceedings arising out of the Bid Proposal, the bidding process for the Project or a bid protest and shall not extend to nor be deemed incorporated into the Contract for the Project.

C. MARTIN COMPANY, INC.

(Typed or Printed Bidder's Name)

By:



(Signature)

(Bidders Corporate Seal)

KEVIN MARTIN

(Typed or Printed Name)

Program Manager

(Title)

11. BUSINESS ADMINISTRATION

11.1 Approval to Sell Two CNG School Buses Previously Declared Surplus Property

BACKGROUND INFORMATION: Pursuant to Education Code Section 17642, the Governing Board may sell property belonging to the district without advertisement for or receipt of bids provided the selling price and the terms of sale are approved by the Governing Board and the County Superintendent of Schools. Sierra Sands Unified School District owns two school buses that are fueled by compressed natural gas (CNG) which were declared surplus at a previous school board meeting due to the fact that a local CNG fueling station is no longer available. The nearest fueling station is in California City, 38 miles from Ridgecrest. The vehicles to be sold are as follows:

Quantity	Model Year	Description	District Vehicle No.
1	2003	School Bus, Blue Bird, 84-Passenger CNG	2
1	2005	School Bus, Blue Bird, 84-Passenger CNG	3

CURRENT CONSIDERATIONS: A number of districts expressed interest in these buses, and staff received several offers. After all interested parties had an opportunity to respond it was determined that Lompoc Unified School District submitted the highest proposal at \$82,000 including any applicable sales tax.

FINANCIAL IMPLICATIONS: The proceeds of this sale in the amount of \$82,000 will be deposited into the General Fund.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the sale of designated surplus school buses to Lompoc Unified School District, contingent upon authorization by the Kern County Superintendent of Schools.



Trevor McDonald, Superintendent

November 17, 2014

LOMPOC UNIFIED SCHOOL DISTRICT

ARTHUR HAPGOOD ELEMENTARY
(805) 742-2200

BUENA VISTA ELEMENTARY
(805) 742-2020

CLARENCE RUTH ELEMENTARY
(805) 742-2500

CRESTVIEW ELEMENTARY
(805) 742-2050

LA CANADA ELEMENTARY
(805) 742-2250

LA HONDA ELEMENTARY
(805) 742-2300

LEONORA FILLMORE ELEMENTARY
(805) 742-2100

LOS BERROS ELEMENTARY
(805) 742-2350

MIGUELITO ELEMENTARY
(805) 742-2440

LOMPOC VALLEY MIDDLE SCHOOL
(805) 742-2600

VANDENBERG MIDDLE SCHOOL
(805) 742-2700

CABRILLO HIGH SCHOOL
(805) 742-2900

LOMPOC HIGH SCHOOL
(805) 742-3000

MAPLE HIGH SCHOOL
(805) 742-3150

MISSION VALLEY SCHOOL
(805) 742-3252

LOMPOC ADULT SCHOOL
(805) 742-3100

1301 NORTH "A" STREET
LOMPOC, CA 93438
(805) 742-3300
WWW.LUSD.ORG

To whom it may concern:

Per California Ed Code 17542 a Governing Board may sell used personal property belonging to the District to another school district without advertisement for or receipt of bids provided the selling price and the terms of sale are approved by the Governing Board and the County Superintendent of Schools.

Sierra Sands Unified School District, a California public school district, duly organized and validly existing under the Constitution and Laws of the State of California desires to sell the following surplus personal property as-is:

Bus 2-CNG	2003 Blue Bird 84-Passenger School Bus	License # 1123796	VIN 1BABNBMA43F206393	\$38,000.00
Bus 3-CNG	2005 Blue Bird 84-Passenger School Bus	License #1186290	VIN 1BABNBMAX5F228613	\$44,000.00

The Lompoc Unified School District has agreed to purchase both above-named CNG-powered school buses from the district "as is" and in the condition presently found for a total amount of Eighty-Two Thousand Dollars (\$82,000.00),

Lompoc Unified School District Authority to Execute Agreement: The Lompoc Unified School District's Board of Education at its October 14, 2014 has delegated authority to Sheldon Smith, Assistant Superintendent, Business Services to execute such contracts as apply to this purchase, as reflected on the attached page 9 of the board minutes under the heading Certification of Authorized Signatures.

Purchase Orders will be initiated upon written confirmation that the Sierra Sands School District agrees to sell the referenced busses to Lompoc Unified School District.

Sincerely,

Sheldon Smith, Ed.D.
Assistant Superintendent – Business Services
Lompoc Unified School District
805-742-3200

Ratification of August 2014 Payrolls

Certificated	
General Fund	\$ 344,139.62
Adult Educ. Fund	0.00
Classified	
General Fund	\$ 961,151.18
Adult Educ. Fund	4,671.83
Bond Building Fund	0.00
Deferred Maint Fund	0.00
Child Nutrition Services Account	<u>53,329.19</u>
COMBINED TOTAL	\$1,363,291.82

Comparison with August 2014 Combined Total Payroll:

Actual August 2013 Payroll Dollars	\$1,464,129.53
August 2014 vs. August 2013 Increase/ (Reduction)	\$ (100,837.71)

Certification of Authorized Signatures

The Board of Education delegated the employees named below to execute contracts:

Superintendent of Schools	Trevor E. McDonald
Assistant Superintendent, Business Services	Sheldon Smith

The Board of Education authorized the following employees to sign as its agent:

Payroll warrants, including payroll order, final prelists and manual/cancel warrant requests:

Superintendent of Schools	Trevor E. McDonald
Assistant Superintendent, Business Services	Sheldon Smith
Director, Fiscal Services	Margarita Reyes

Commercial warrants, including final prelists, and all forms certifying legal school district purchases or expenditures:

Superintendent of Schools	Trevor E. McDonald
Assistant Superintendent, Business Services	Sheldon Smith
Director, Fiscal Services	Margarita Reyes