



COVER SHEET

PROPOSAL FROM KYA SERVICES LLC

CA LICENSE # 984827
DIR # 1000003379

CORPORATE OFFICE

Office & Gallery

3235 Sunrise Blvd., Suite 4
Rancho Cordova, CA 95742
Phone: (916) 215-6981
Fax: (714) 586-5526

REGIONAL ADVISORS

Northern California

Alyssa Meinking

Ph: (916) 534-0377
Email: Alyssa.Meinking@theKYAgroup.com

Kevin Koschik

Ph: (916) 870-8786
Email: Kevin.Koschik@theKYAgroup.com

Richard Contreras

Ph: (916) 215-0712
Email: Richard.Contreras@theKYAgroup.com

Central Coast/Kern County

Justin Bryant

Ph: (661) 857-5431
Email: Justin.Bryant@theKYAgroup.com

Date: 8/3/2017

To: Santa Rosa CHSD

Attn: Mike Braff

Phone: 916-370-5215

Pages: 5

Project Name: Maria Carrillo HS

Field & Track

Proposal Number 1-2-10624

COMMENTS _____

Mike Braff

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,



Kevin **Koschik**
Regional Advisor

Cell: (916) 870-8786
E-mail: Kevin.Koschik@theKYAgroup.com

Tel: (916) 215-6981 | Fax: (714) 586-5526
Website: www.KYASurfacing.com
3235 Sunrise Blvd. | Suite 4
Rancho Cordova, CA 95742

PROPOSAL

Corporate Mailing Address:
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This is a legal agreement – please read carefully. Complete and initial all pages.

Proposal: 1-2-10624

Date: 8/3/2017

To: Santa Rosa CHSD
 211 Ridgway Ave. Santa Rosa, CA 95401

Terms: Net 30

PO#:

c/o: Mike Braff

RA: Kevin Koschik

RA Phone: 916-870-8786

SIN#/ MANF#

RA Email: Kevin.Koschik@theKYAgroup.com

Site: Maria Carrillo HS

Address: 6975 Montecito Blvd.
 Santa Rosa, CA 95409

Order: selection

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

Maria Carrillo HS - Field & Track

| | | |
|---|--------|-----|
| Page 190 - Curbing 6" | 3760 | lf |
| Page 189 - Rubber Border 1" x 4" | 2460 | lf |
| Page 188 - Skirting | 110000 | sf |
| Page 184 - Underlayment - Play Pad, Specification 18 | 110000 | sf |
| Page 187 - Heavy Use: Specification #6 | 110000 | sf |
| Page 187 - Heavy to Moderate: Specification # 5 | 10275 | sf |
| Page 188 - Heavy Use | 120275 | sf |
| Page 189 - Organic Semi Round Sand | 300000 | lbs |
| Page 189 - Antimicrobial Infill | 300000 | lbs |
| Page 187 - Synthetic Turf Adhesive: Specification #20 | 87 | ea |
| Page 189 - 12" Seam Tape | 45 | ea |
| Page 185 - Ground Cover: Outdoor, Specification C16 | 6980 | ea |
| Page 192 - Premium Wear Coat Heavy & Multi Use: Spec | 76500 | sf |
| Page 193 - Multi Epoxy Adhesives for Omni, Ecopure, Resicore, Drop Zone, and Tarkolay: Specification #16A | 450 | ea |
| Page 190 - 10x20 Storage Container Placement & Removal | 35 | ea |
| Page 190 - Recycling Upcharge for Removal and Delivery to Reclamation Site | 110000 | sf |
| Page 190 - Project Delivery Assistance Program | 20 | hrs |

Site Qualifications and General Scope of Work Total Price **\$4,545,626.15**

Proposal priced per Wiseburn #2.

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| NOTES: | Payment Terms |
|--|--|
| Estimated from: Tor Hamre Field measure by: Client's Specs & Drawings All work to be done during normal business hours Monday –Friday | (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"/> |

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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>Kevin Koschik</i> |
| By: (Print) | | By: (Print) | Kevin Koschik |
| Title: | | Title: | Regional Advisor |
| Date: | | Date: | 8/3/2017 |