

WINDSOR UNIFIED SCHOOL DISTRICT

TO: Bill Adams, Board President
FROM: Lois Standring, CBO
DATE: July 26, 2018
ITEM: **APPROVAL OF AGREEMENT TO PURCHASE CALI CALMECAC LANGUAGE ACADEMY LUNCH SHELTERS**

BACKGROUND INFORMATION:

As part of Measure F, and to comply with DSA regulations, Windsor Unified School District is replacing the existing non-compliant shelter with two Department of State Architect Pre-Check (DSA PC) approved metal lunch shelters. The project includes removal of existing metal lunch shelter, installation of two DSA PC approved metal lunch shelters including construction of foundation and related flat work, and minimal accessibility upgrades to existing student restrooms.

CURRENT CONSIDERATION:

In a separate item the Board is being asked to approve a contract with Fieldstone Construction Company for the installation of the new lunch shelters at Cali Calmecac. The District is purchasing the shelters from National Carport Industries. Attached to this item is the agreement for that purchase.

RECOMMENDATION:

District Administration respectfully requests that the Board approve the purchase of two metal lunch shelters for Cali Calmecac.

ATTACHMENTS:

Yes

QUOTATION SPECIFICATION SHEET

Owner	Windsor Unified School District	Date	July 11, 2018
Project	LUNCH SHELTER:	Job Site	Cali Calmecac Language Academy
Roof Deck Panels	Long 24 Gauge	Decking Color	FACTORY PAINTED - WHITE
Trim Size	2 1/2" METAL	Trim Color	FACTORY PAINTED - WHITE
Column Size		Beam Clearance	Min. 12' Max.
Decking Slope	4" MINIMUM	Footing	PER CALCS

Added Materials or Services

STRUCTURE DESIGN: FREE STANDING LUNCH SHELTERS OVER CONCRETE

Other ALL SAW CUTTING, BREAKOUT OR PUMPING OF CONCRETE BY OTHERS. CONTRACTOR SHALL ABIDE BY BID DOCUMENTS PROVIDED. SHELTERS INSTALLED BY OWNER'S CONTRACTOR.

Roof Live Load 20 psf Horizontal Wind Load 20 psf Exposure "C" 90 MPH

LUNCH SHELTERS AS PER THE DEPARTMENT OF THE STATE ARCHITECT
APPROVED PLANS - ## 04-113723

INCLUSIONS:

(1) 13' X 18' & (1) 13' X 55' STRUCTURE
~~FOOTING HOLES AND CONCRETE.~~
FACTORY PAINTED 24 GAUGE STEEL ROOF DECK - WHITE.
~~DAVIS/BACON PREVAILING WAGES FOR INSTALLATION CREW.~~
~~STANDARD CONDITIONS - SEE PAGE 3.~~

EXCLUSIONS:

LOCATING AND SURVEYING BY CUSTOMER
NO ELECTRICAL WORK.
SOIL REMOVAL BY DISTRICT.
FIELD PAINTING OF COLUMNS AND BEAMS (2 COATS) BY OTHERS.
FORKLIFT FOR UNLOADING BY NATIONAL.
COSTS RELATED TO PUMPING OF CONCRETE BY THE DISTRICT
ALL COSTS RELATED TO SAW CUTTING AND BREAKOUT OF CONCRETE BY CUSTOMER
IT IS THE CUSTOMER'S RESPONSIBILITY TO PROVIDE A SECURE JOBSITE
PAYMENT & PERFORMANCE BONDS AVAILABLE @ 1.5 % OF TOTAL CONTRACT VALUE
PROOF OF INSURANCE IS NO CHARGE.
PLA & UNION WAGES ARE AN ADDITIONAL COST, IF REQUIRED
STANDARD CONDITIONS APPLY - SEE PAGE 3

GENERAL CONDITIONS OF INSTALLATION OF CARPORTS

National Carport Industries

P.O. Box 2323

Sherman, TX 75091-2323

Phone (903) 892-1896 Fax (903) 892-9098

Attach to quotation for Windsor Unified School District / Cali Calmecac Language Academy Date of Quotation 07/20/18

A. Erection will be performed by an independent contractor who is an authorized erector of National Carport Industries, Inc. except if such an erector is not available, Seller may at its option subcontract to another independent erector.

B. The contract price is subject to the following conditions of site and soil where work is to be done.

1. Accessibility to site shall not be restricted in any manner.
2. Site shall be clear of any above ground or overhead obstructions or obstacles that would hinder or delay deliver of material or installation work.
3. SUBSURFACE SHALL BE FREE OF OBSTACLES OR UNUSUAL CONDITIONS OF ANY KIND (SUCH AS UNDERGROUND ROCK OR WATER OR UTILITY LINES) WHICH INCREASES THE COST OF FOOTINGS OR OTHER INSTALLATION WORK. SOIL MUST BE DRILLABLE WITH AUGER USED BY ERECTOR FOR STANDARD FOOTINGS.

Buyer Initials _____

- C. 1. Contract price shall be increased by the amount of, and the purchaser agrees to pay, all expenses plus 10%, which are incurred by Seller or its subcontractor because site or soil conditions are not in accordance with one to more of the preceding paragraphs, B1, 2, & 3.
2. In the event that extra costs are encountered, Seller will notify the purchases immediately of the amount of such costs and the reasons for them.
Payment of such extra costs will be due and payable immediately upon completion of installation.

Buyer Initials _____

D. No responsibility is assumed by Seller for any work other than the installation of materials furnished by Seller not for installing, attaching, wiring, or doing any other work related to light fixtures (whether furnished by Seller or not), except as specifically noted below.

E. Seller shall not be liable for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, differences with workmen, delays in transportation, shortage of transportation, or any other cause beyond its reasonable control.

F. Seller will be reimbursed by the purchaser for any expense incurred by Seller or its subcontractor that is the result of any delay in the erection work covered by this agreement which is caused by the purchaser, its agents, servants, employees, or those under contract with purchaser.

Buyer Initials _____

G. Any date given by Seller for starting and completion of installation is approximate and Seller will make every effort to maintain such schedule, but Seller will not be liable for damages on account of delays irrespective of the cause.

H. Is Union labor required? YES _____ NO _____

I. The purchaser is responsible for:

1. Showing the installer where the structure is to be located.
2. Determining that the location does not violate property lines, easements, or set back requirements.
3. Permitting the property for covered parking to the installation crews.
4. Supplying proof of permitting regarding covered parking to the installation crews.

J. Should installation require the use of adjoining property for scaffolding and ladders, purchaser will obtain, at his expense, ample access to such property.

K. Purchaser is responsible for furnishing water and electrical service available at jobsite before installation commences.

* PLEASE DO NOT OVERLOOK COMPLETING D AND H BEFORE ACCEPTING PROPOSAL.

Buyer Initials _____

NOTE: Orders cannot be modified or cancelled, or released held by the Buyer after the specified materials or services are in process, EXCEPT WITH THE SELLERS WRITTEN CONSENT and subject to conditions then to be agreed upon which shall include protection of the Seller against all loss.

TERMS AND CONDITIONS OF SALE

Seller will use its best efforts to accommodate the requirements of the Buyer, but does not guarantee delivery by or on a specified day. Seller shall not be liable for damages on account of delay beyond Sellers control.

1. This contract embodies the entire agreement between the buyer and the seller, and cannot be changed except in writing and signed by both parties. Seller makes no warranties to buyer, expressed or implied, except as expressly set forth herein.
2. This agreement shall be governed by the U.C.C. of Texas as in effect on the date of the order.
3. Failure of the Seller to enforce any of these terms and conditions or to exercise any right accruing from any default of the buyer shall not affect or impair the Seller's rights in case such faults continues or in case such waiver of other future defaults of Buyer.
4. Title to all products sold hereunder shall pass upon delivery to carrier at the point of shipment. Neither Buyer nor Consignee shall have a right to divert or reassign any shipment without permission of Seller. Seller shall retain COD and "Sight Draft Bill of Lading Attached" shipments until materials are delivered. Seller reserves the right to select the mode and route of transportation. In the event of loss or damage in transit Buyer must give immediate written notice to carrier's agent at destination and to Seller, if Buyer wishes Seller to process claims against Carrier for Buyer's account.
5. All shipments, deliveries, and performance of work shall at all times be subject to approval of the Sellers Credit Department. In case Seller shall have any doubts as to the Buyer's responsibility, the Seller may decline to make any further shipment or delivery or perform any work, except upon receipt of satisfactory security or cash before manufacture or before shipment.
6. Product shipped hereunder shall be within the limits of the Seller's standard products as described under "General Specification", (see Page 3). Any deviation from these standard products specified by Buyer must be agreed to in writing by Seller.
7. In the event this proposal is accepted by the Buyer and approved by the Seller, the price is not subject to change, provided the shipment is made within 90 days from approval. If shipment is not made within 90 days the price is subject to change. If a change in price is necessary, the Buyer will be notified in writing and will have the option to cancel the contract or accept the new price, such option to be exercised within 5 days from receipt of notification.
8. Deliveries are contingent upon the availability of the material ordered and the time necessary to produce the Buyers order. Seller shall not be liable for delays in manufacture, shipment or delivery of products resulting from any cause beyond Seller's control, including but not limited to, provision of governmental regulations, strikes, riot, war or causes considered to be acts of God.
9. If purchase price or any part thereof is not paid by Buyer to Seller when due, Buyer shall pay interest at the rate of 18% per annum on all such sums from the date due until paid. If seller engages a collector or attorney-at-law to collect any portion of amount due, purchaser shall pay reasonable collection and/or attorneys fees (whether or not legal action is instituted) and all of Sellers collection and all of Sellers collection costs and legal expenses, including court costs, if legal action be commenced.
10. Material found to be defective in manufacture will be replaced for a period of one year, from date of sale. Claims must be forwarded to Seller promptly after the delivery to the Buyer and Seller is to be given opportunity to investigate under reasonable conditions. Any material found to be defective in manufacture shall be limited exclusively to the right of replacement of defective materials. Sellershall not in any event be liable for cost of any labor expended on any defective material or any defective material or any other direct, or indirect damages due to the use of the damaged materials. At the written request of Seller, damaged materials shall be returned in accordance with Seller's instruction. The remedies to Buyer hereunder are exclusive.
11. The Buyer assures Seller that proper insurance has been issued upon entire work site to the full insurable value thereof. This insurance shall include the interest of the Seller in the work and shall insure against the perils of fire, vandalism, and malice mischief as well as extended coverage.

Buyer Initials _____

STANDARD CONDITIONS

1. All structures are in accordance with Office of the State Architect-P.C. #249 approved plans, unless specific changes are approved in the contract documents.
2. The school district is responsible for site approval and Soils Engineer Statement.
3. National Carport Industries, Inc. to supply all necessary structural blueprints.
4. Underground soil conditions are unknown. We assume soil is drillable with our equipment (Bobcat with auger). Hard drilling, rocks, sand and unknown obstructions (old footings), will probably cause extra expenses. These include but are not limited to: drilling time, dirt, removal, concrete and labor for hand digging. These extra expenses will be charged to the school district. Labor rate is \$35.00 per man per hour.
5. National Carport Industries, Inc. is not responsible for any damages to underground utilities caused by drilling.
6. Conflict with underground utility lines is a common problem. It is a contract requirement that an authorized district representative sign the "Authorization to Proceed/Drilling Release" form. It is also strongly recommended that a qualified district employee be present during the actual drilling (2-3 hours) in the event an emergency shutoff is necessary.
7. National Carport Industries, Inc. is not responsible for asphalt repair or patching caused by drilling of rocky soil or by normal installation procedures.
8. On site disposal of footing debris (dirt, asphalt, concrete) is included in our installation price. Removal of footing spoils from the site is the responsibility of the district.
9. Saw cutting of concrete, flashing to buildings, and gutters are not included in the contract, but are available at an additional cost.
10. Exclusions: NO electrical work.
11. All work to be done during normal working hours (Monday-Friday; 7 am-5 pm). Saturday work will be charged at time and one half. Sunday and Holiday work will be charged at double time. Extra wages must be authorized by the district in writing prior to work being done.
12. Access to worksite is assumed. Any extra costs to hand carry materials will be charges as an extra. Also, any costs of pumping cement to footing holes will be charged as an extra to the district.

National Carport Industries

EXHIBIT A

DRILLING RELEASE

Owner/Contractor: Windsor Unified School Dist.
Jobsite: Cali Calmecac Language Academy
Address: 9491 Starr Road
City/State/Zip Code Windsor, Ca 95492

By executing this Drilling Release, the Owner/Contractor listed above, at the above mentioned location does agree to indemnify and hold harmless Prengler, LTD. d/b/a National Carport Industries (NCI), its' contractors, subcontractors, or any NCI agent from any and all damages or charges associated with drilling on the above mentioned jobsite. NCI can not and will not be billed, charged, invoiced, back charged or otherwise be held monetarily or legally responsible in any way as it relates to drilling . NCI is responsible for damage to marked utility lines ONLY (electrical, gas, phone, water, or sewer). Underground lines that are unmarked, including water and sewer lines, and are damaged as part of planned or Contractor instructed drilling are not the responsibility of NCI. The plans supplied by the Owner/Contractor and the instructions of the Owner/Contractor are relied on by NCI to be correct and unless marked, NCI has no knowledge of and is not privileged to have information regarding the site plans as it relates to underground lines. The Owner/Contractor should take specific care to consult property plans as to utility locations, especially water and sewer, and report the locations to NCI.

SOIL IS ASSUMED TO BE DRILLABLE WITH OUR OWN EQUIPMENT (BOBCAT WITH AUGER). ALL EXPENSES DUE TO POOR SOIL CONDITION (CILICHE, ROCKS, ETC.) ARE THE RESPONSIBILITY OF THE OWNER AND WILL BE BILLED AS A CONTRACT CHANGE ORDER TO THE ORIGINAL CONTRACT, at cost plus 10%.

Additionally, it is the sole responsibility of the Owner/Contractor to notify the tenants of the carport construction and painting. The tenants, their automobiles, and their guests must remain clear of any carport construction areas. NCI is not responsible for any damages in those construction areas.

Accepted by: _____
Signature: _____
Owner: _____
By: _____
Date: _____