

LUCIA MAR UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA #7

Date: March 5, 2019

To: Board of Education

From: Andy Stenson
Superintendent

Subject: Approval, MBarC Construction Proposal for a Shade Structure at Nipomo High School, Ag Welding Shop Project No. 0419, Bond Fund, Fund 21 and Proposition 51, Fund 35

Background:

As part of the Measure I Series A Project List, the Board of Education formally approved the Welding Facility and Agriculture Classroom build out at Nipomo High School (NHS).

At this time, the District has received a proposal from MBarC Construction to provide and install the planned shade structure at Nipomo High School as a part of the Welding Facility and Agriculture Classroom build out. The proposal that accompanies this memo includes all necessary labor, building codes, building plans, and specifications to complete work specified in strict accordance with the proposed scope of work for Project No. 0419.

After careful consideration, staff would like to award this project to MBarC Construction at 674 Rancheros Drive in San Marcos, California 92069.

Recommendation:

Staff recommends the Lucia Mar Board of Education approve the MBarC Construction Proposal for a shade structure at Nipomo High School, Ag Welding Shop Project No. 0419.

Fiscal Impact:

\$59,922 from Bond Fund, Fund 21 and Proposition 51, Fund 35

Board Goal:

Student and Staff Success

Attachment: MBarC Construction Proposal dated 2/14/2019

Contact Person:

Andy Stenson
Superintendent



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Cost Proposal: Nipomo HS-Greg Jones

M Bar C Construction, Inc.
674 Rancheros Dr
San Marcos, CA 92069
(760) 744-4131

Client : Lucia Mar USD
602 Orchard Grande
CA 93420,

Job Site : Nipomo HS
525 N. Thompson Ave

Date: 2/14/2019
Estimator: Spencer
Faulkenberg

CONTRACT

Contractor agrees to provide all the necessary labor, equipment, and materials in accordance with all applicable labor, building codes and building plans and specifications to complete work specified on the Proposal and Terms & Conditions. Any alteration or deviation from the attached details, specifications and drawings which involve additional costs will become an extra charge over and above the cost of the original agreement.

SCOPE OF WORK

- If You Have Questions, Please Contact Greg Jones at 775-240-0997
- This is a DSA Project by M Bar C Construction, Inc. (CA#869690, DIR#1000001297)
- Minimum Lead Time 6 Weeks from Signed Contract & Approved Drawings
- Installation of approximately 1,450 SF (20' x 72' 6") of Semi-Cantilever, Non-Solar Canopies
- HSS Columns and with Light Gauge Beams & Purlins
- 19' Maximum Column Bays Assumed for All Structures
- 1/2" In 12" Degree Maximum Tilt Assumed
- 11' 6" Clear Height Assumed for All Structures
- Pricing Reflects Monday Start Day. If Project Does Not Allow M Bar C Mobilization on a Monday, Additional Costs May Be Incurred
- All Conduits Assumed Outside Footing
- Canopies Assume Maximum Wind Speed of 110 MPH
- Pricing is based on Soils Reports Provided by Client. If any Conditions Not Specifically Stated in the Geotechnical Information Provided Are Experienced, Additional Costs for Mitigation May be Incurred.
- Trim per S-11, #5

INCLUSIONS

- Prevailing, Non-Union Wage Rates
- Clear and Free Access to All Array Locations (1 Mobilization/Work to Be Completed in 1 Phase)
- 26 ga. Roof Deck in Standard McElroy Colors

EXCLUSIONS

- Pedestrian and Vehicular Traffic Control
- Spoils Removal: See Alternates on Page 3
- Rain Gutter: See Alternates on Page 3
- Rain Gutter Rain Leaders (Downspouts by Others)
- Concrete Coring/Cutting
- PLA/ Any Union Labor Agreement/AB 566
- Any Prime & Paint per M Bar C Specifications: See Alternates on Page 3
- Concrete Abutments
- *Hot Dipped Galvanizing of Columns and Beams Only: See Alternates on Page 3
- DSA Presentation and Package. Recommended use of 4-STEEL Engineering: Contact Dustin Rosepink (949) 388-9333
- Survey & Underground Locating

ACKNOWLEDGEMENT

By initialing each page of this proposal the client's representative hereby acknowledges that all pertinent questions have been answered satisfactorily and certifies that he/she understands and agrees with all information and representations provided in both this proposal and the associated Terms and Conditions and both are hereby accepted. Client is advised that these



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documents do not constitute a contract agreement but rather are intended to support the final contract document to be supplied by either the client or M bar C.

PAYMENT AGREEMENT

The Owner agrees to pay any and all payments according to the Schedule of Values detailed in the contract documents. Should payment(s) not be made in accordance with the contract terms, or if satisfactory arrangements for payment have not been made, the Contractor reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made.

Total base price not including bid alternates : \$59,922



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Description	Total Price
Bid Alternates	
*Hot, Dipped Galv. Columns	\$2,719
1 Additional Phase/Mobilization	\$11,917
Concrete Pump	\$1,281
Drill Rig	\$3,010
Gutter	\$4,922
Paint All Purlins	\$9,824
Paint Columns	\$3,147
Spills Removal	\$2,907
Preliminary Schedule of Values	
Engineering / Submittals / Mobilization Deposit 15%	\$8,988.23
Procurement of Materials 30%	\$17,976.46
Foundation Install 30%	\$17,976.46
Steel Install 25%	\$14,980.38



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TERMS AND CONDITIONS

1. Free access and one phase assumed.
2. One mobilization per contract assumed.
3. Soil, concrete and asphalt to be disposed of onsite (within close proximity). If customer hauls soil, M Bar C will load container.
4. M Bar C Construction assumes ground is fairly level.
5. Steel assumed to be bare steel unless noted otherwise.
6. M Bar C Construction is not responsible for damage to unmarked underground utility lines including but not limited to electrical, gas, water, sewer, irrigation, fiber optic, television etc. While USA will be called out on every project, some sites may not be accessible in which case it will be the owner's responsibility to engage a third party for utility mark out.
7. Customer should be advised that surface rust can gather on the cut edge of cold-rolled members (i.e., purlin). The rust is incidental and will in no way affect the integrity of the member
8. Pricing includes:
 - a. Plans and engineering calculations for M Bar C Construction structures
 - b. All shipping to jobsite
 - c. Coring of asphalt for footings if no conflicts occur
 - d. All sales tax for material purchases
 - e. All material fabrication and procurement.
 - f. Mill run material, no "off the shelf"
 - g. Pricing hold for 30 days
 - h. Sales tax on material
9. Pricing does not include (Unless noted on the proposal):
 - a. Site plans
 - b. Civil plans
 - c. Review/editing/writing of specifications
 - d. Sprinkler loading
 - e. Gutter loading
 - f. Electrical loading
 - g. Permits, fees and obtaining permits
 - h. Geotechnical reports/Inspections
 - i. All costs for inspections and testing
 - j. Demolition
 - k. Removal/replacement of wheel stops
 - l. Private locator services
 - m. Hard Rock Drilling, Underground Obstructions, Caving Soils, Casing, and Water Mitigation. *NOTE: The client should consider carefully whether M Bar C should "attempt" to drill when conditions are present such that it can be reasonably assumed that subsurface conditions are likely to result in M Bar C's inability to drill successfully. Under this scenario, costs to the client will be lower if a sub driller is engaged from the beginning. No credit from M Bar C will be available, if an "ill-advised" attempt to have M Bar C drill is made.
 - n. Photovoltaic module supply & Installation
 - o. Clips/hardware for panel attachment (May be required on some structures)
 - p. Concrete or steel bollards
 - q. Asphalt patch
 - r. Electrical
 - s. Light fixtures

Initial: _____ Date: _____



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- t. Fencing
- u. Gutters
- v. Toilets
- w. Security
- x. Power
- y. Hand digging of footings
- z. Pot holing
- aa. Coring of concrete
- bb. Removal of concrete, asphalt and/or spoils
- cc. Liquidated damages
- dd. Bonding
- ee. Prevailing Wage unless otherwise noted
- ff. PLS & PSA agreements
- gg. Work on nights or weekends

Terms and Conditions

Customer may accept this offer by both signing and returning the Proposal & Attachment A or by sending a contract referencing all documents included in M Bar C's proposal. By accepting this proposal the customer agrees to the qualifications, terms and conditions set out in this document. If customer uses its contract, the term of this proposal will prevail over any additional or conflicting terms in customer's contract

M Bar C Construction provides a standard one year warranty on materials and workmanship. If an extended warranty (Per M Bar C Specifications) is desired, the final values will be calculated at 3% of total final project value after completion (Change Orders, Options and/or additional scopes outside original contract) for a 5 year term, 5% for a 10 year term and 10% for a 20 year term.

A schedule of values will be submitted to the client for billing purposes. Absent an approved SOV, M Bar C Construction's standard billing procedure is 15% for engineering and submittals, 30% for procurement of materials, 30% foundation install and 25% for completion of framing. All payments are due net/30. A service charge of 1.5% monthly (18% APR) could be imposed on past due balances.

Sales tax for all material and products required to build M Bar C Construction's portion of the project is included in the bid price.

Project is subject to pricing review if Notice to Proceed has not been received within 90 days of contract issuance. Steel prices are constantly fluctuating and M Bar C cannot be held responsible for these changes.

M Bar C Construction will not be responsible for delays caused by union labor issues, DSA, permitting, material procurement or any issue beyond its reasonable control, but will exercise reasonable due diligence to make sure project is completed in the time allotted.

M Bar C Construction must be informed prior to proposal if any special inspections are required or "Buy American" requirements for material procurement or fabrication. M Bar C Construction will not be held responsible for any delays or increase in cost if this information is not conveyed at the appropriate time of bidding.

If a 3rd party drill is mobilized to the site, M Bar C will not offer a credit for equipment or manpower due to soft costs associated with project delays.

Initial: _____ Date: _____



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M Bar C Construction will do its best to help the customer with proper column layout and canopy sizing for specific solar panels. However, M Bar C Construction cannot be held responsible for final dimensions for photovoltaic panel attachment. Customer must complete its due diligence in determining panel gaps and overall dimensions. Customer assumes all responsibility for accuracy.

The customer shall assume all monetary and legal risk if the customer desires to procure material before permits have been received from the appropriate governing authority and written direction will be required.

All additions above and beyond the agreed upon contract value and original scope of work shall be adjusted with a 15% overhead and 10% profit.

If for any reason beyond M Bar C's control, concrete cannot be placed in a footing, the hole will be barricaded. Purchaser will hold M Bar C free from all liability and exposure from injury, damage, loss claims or any additional costs until concrete can be placed in footings.

If paint option is chosen, M Bar C Construction's standard painting procedure is to clean the steel and apply one coat of rust inhibitive primer and one coat of alkyd enamel or water based top coat. (Two tone paint or multiple colors on structures will be priced accordingly upon request but is considered to be an added expense above and beyond our standard paint option)

*Hot Dip Galvanizing Finish: This finish will be extremely inconsistent and vary heavily on each piece of steel that goes through the dipping process. (Finish varies from glossy to flat gray with many variations in between). As part of M Bar C Construction's erection process, grinding and welding will be required on portions of the work and field applied galvanic spray will be utilized to provide protection over those areas which will also contribute to the inconsistent finish. M Bar C will make every effort to match the finish but cannot be held responsible for the inconsistencies in the final product and no associated representations or warranties will be provided. The inconsistencies in the final finish will not affect the corrosive protection or performance of the final product. Time will eventually drive a more uniform appearance. This clause must be recognized and agreed to in contract documents when this finish is specified.

If panel install option is chosen, price excludes transport and/or off-loading of panels. Price includes trash disposal to a dumpster provided by others. M Bar C Construction recommends that additional panels above the amount required for the project be provided for install to avoid delays. Noted delays will incur additional costing above and beyond the agreed contract pricing.

Engineering based on 2013 CBC. 110 mph wind loads, Exposure C. Seismic requirements are site specific. 0 snow load. 0 Live Load.

If no soils report is provided prior to engineering, minimum code values based on project local jurisdiction will apply. This could result in additional costs.

If a specific AutoCAD title block is required other than M Bar C Construction's standard title block it must be submitted to M Bar C Construction before start of engineering.

If concrete bollards are chosen, minor lines and holes will be visible unless noted otherwise. Special concrete finishes will be priced accordingly. One 30" tall abutment per structure will be installed to cover conduit outside of footing if required.

If conduit is required within the footing, pricing will be subject to change.

The customer shall provide surveyed corners of all canopies as well as two offsets at the first column of each canopy.

For canopies in dirt or grass the following procedure will be followed: a 3" to 6" mow curb will be used at the top of the foundation for aesthetics and to avoid water settling at the base of the column.

Initial: _____ Date: _____



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M Bar C Construction Rate Sheet

Non-Prevailing Wage

General Labor:	\$49.00/hour
Foreman:	\$59.00/hour
Superintendent:	\$80.00/hour

Prevailing Wage

Laborer:	\$90.00/hour
Cement Mason:	\$101.00/hour
Iron Worker:	\$105.00/hour
Operator:	\$130.00/hour
Foreman:	\$145.00/hour

Project Manager:	\$130.00/hour
Project Engineer:	\$80.00/hour
Administrative:	\$60.00/hour

Overtime premium on above wages 1.5 x will be applied

Misc. Rates:

Subsistence: \$75.00/day
Per Diem: \$50.00/day
Saw Cutting 4" slab: \$500/4 hours (4 hour minimum)
Phasing: \$5,000 to \$20,000 per phase (depending on variables)
Mobilization/Demobilization: \$1,000 to \$15,000 (depending on variables)

Equipment Rates:

Crew truck: \$210.00/day Gas
Scissor-Lift: \$300.00/day 6k
Reach Fork: \$400.00/day
Skid steer: \$350.00/day
24"-30" Auger: \$100.00/day
Auger motor: \$150.00/day
Delivery: \$120-\$900/each way (depending on location)

Drilling Rates (Rates will increase for work outside San Diego County):

Truck Drill rig: \$400.00/hour
Small Track Drill rig: \$410.00/hour
Medium Track Drill rig: \$450.00/hour
Large Track Drill rig: \$550.00/hour
Rock Drilling add: \$160.00/hour
Core Barrel: \$620.00/hour
24" Steel Casing: \$200.00/foot
Drill Standby: \$400/hour (\$200 without labor)
Truck Drill mobilization: \$1,700/ea. (Southern California)
Truck Drill mobilization: \$4,000/ea. (Northern California)
Track Drill mobilization: \$3,000/ea. (Southern California)
Track Drill mobilization: \$6,800/ea. (Northern California)

Initial: _____ Date: _____



674 Rancheros Drive
San Marcos, CA 92069
PH: 760.744.4131
FAX: 760.744.4449
CA LIC #869960

Authorization to Proceed

Project Name: _____ Foreman: _____
Site Name: _____ Contractor: _____

As an authorized representative of Contractor listed above, I, _____
agree to the following statements below:

_____(initial) **LAYOUT:** The onsite layout for installation of structural steel for carports
and canopies has been inspected and is approved as is.

_____(initial) **ARRAY ORIENTATION/CONCRETE POUR:** The tilt and direction of the
canopies have been verified and are approved as is.

ARRAYS:

It is understood that additional costs will apply due to the following delays: re-layout not due to M Bar
C, underground site conflicts (unmarked utility lines, including but not limited to water, sewer, fire,
irrigation, electrical; encountered underground water; change in soils condition, including but not
limited to hard drilling, caving soils, obstructions).

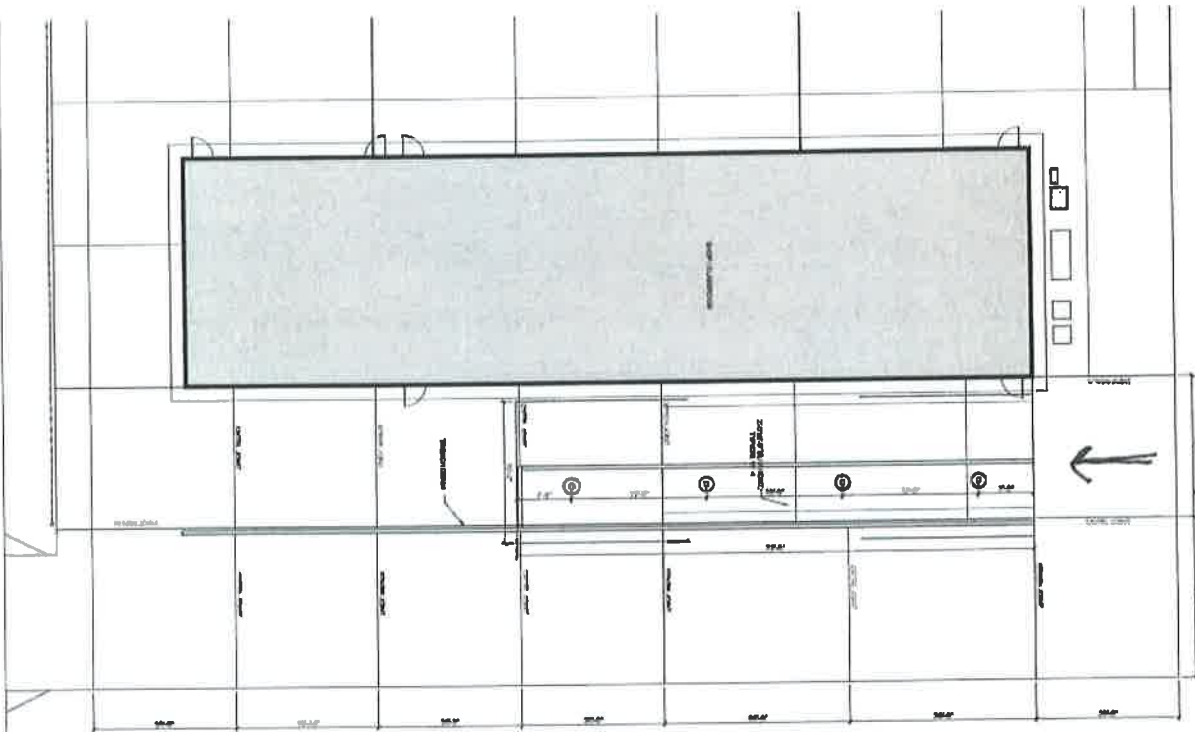
BY: _____
(signature)

DATE: _____

02

NIPOMO HIGH SCHOOL - SHADE STRUCTURE FOOTING BLOCK OUTS

Scale 1/8" = 1'-0"



Future shade structure.



PROJECT TITLE
 NIPOMO HIGH SCHOOL
 SHOP BUILDING SHADE STRUCTURE



HARRIS Architecture & Design
 181 West Grand Street, Suite G
 Arroyo Grande, CA 93420 (805) 674-1980

