

**CONTRACT NAME: AGREEMENT BETWEEN VORTEX AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is between Vortex and DJUSD to test, inspect and repair as needed ten fire doors. Provide preventative maintenance for thirty rolling steel/sectional overhead doors annually.

FISCAL IMPACT: This agreement is for the 2107-2018 school year. The cost for this service \$4,764, allocated in the Routine Restricted Account.



PROPOSAL

1-800-698-6783

To	Site	Date
DAVIS JOINT UNIFIED SCHOOL DISTRICT 1919 5TH ST and 10 other locations DAVIS, CA 95616	DAVIS JOINT UNIFIED SCHOOL DISTRICT 1919 5TH ST DAVIS, CA 95616	8/3/2017
Attn. Mel Nelson		
Ref. # 1127827	Phone Fax	Job (530) 757-5385 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

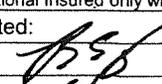
Vortex will **Drop Test one (1) existing Rolling Steel Fire Door** as needed to meet Fire Codes. This inspection includes the following:

- ✔ Inspection of curtain, guides, hood baffle
- ✔ Inspection of brackets and operating assemblies
- ✔ Inspection of closing and governor assemblies
- ✔ Inspection of fusible links, sash chain, and S-hooks
- ✔ Inspection of the mounting of the guide assembly and hood attachment to the wall
- ✔ Insure the door is strung so that any ONE fusible link will trip the door
- ✔ Check the tension balance and/or door spring
- ✔ Check overall operation of door
- ✔ Drop test and reset the door to insure safe and proper operation
- ✔ Drop test a 2nd time, reset the door, and provide a service label of inspection

Once our inspection is complete, we will provide you with a written report of our findings, a Certificate stating that your door has passed inspection, and a Service Label for your reference for any emergency repairs and periodic inspections. If the door does not pass our Fire Drop Test, we will provide a free quote of repairs needed to bring the doors up to Fire Code.

FOR THE TOTAL NET SUM OF.....\$ 2,632.00 (Total # of Doors:10)

Note: Most Fire Jurisdictions require that Fire Doors be tested annually to remain in compliance with Code and insure safe and proper operation in the event of an emergency.

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____		
Terms: Proforma or <input checked="" type="checkbox"/> Credit, _____ % on deposit 100 % Completion.		
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.		
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.		
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.		
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.		
Accepted:	("Customer")	VORTEX INDUSTRIES, INC. ("VORTEX")
By 		By Karina Lavalle (SAC)
Date 8/23/17		Date 8/3/2017



1-800-698-6783

PROPOSAL

To	Site	Date
DAVIS JOINT UNIFIED SCHOOL DISTRICT 1919 5TH ST and 10 other locations DAVIS, CA 95616	DAVIS JOINT UNIFIED SCHOOL DISTRICT 1919 5TH ST DAVIS, CA 95616	8/3/2017
Attn. Mel Nelson		
Ref. # 1127827	Phone Fax	Job (530) 757-5385 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

This is an agreement for a **Preventive Maintenance Program for your Rolling Steel or Sectional Overhead Door(s)**. Every annually Vortex will provide the following:

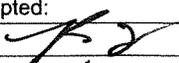
- ✔ **Tightening of loose fasteners and mountings**
- ✔ **Inspection of springs for fatigue and wear**
- ✔ **Lubrication of all rollers, hinges, guides, bearings and other applicable hardware**
- ✔ **Inspection of shaft assembly, cables, & drums on sectional doors**
- ✔ **Lubrication of bearings, bushings, and drive chain on motor operators**
- ✔ **Inspection and adjustments to any safety devices**
- ✔ **A detailed written report of our inspection**
- ✔ **Free written estimate of recommended repairs**

Cost of Each Inspection.....\$ 2,132.00 (Total # of Doors: 30)

We compliment you on your foresight to recognize the value of our Preventive Maintenance Program. This service will help keep your doors in safe, in proper working order, and keep emergency repair costs down.

This agreement does not cover extensive repairs, additional materials, or replacement of any parts.

Grand Total..... \$ 4,764.00

<input checked="" type="checkbox"/> Customer to list days or hours Vortex cannot do the work: _____		
Terms: Proforma or <input checked="" type="checkbox"/> Credit, _____ % on deposit 100 % Completion.		
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.		
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.		
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.		
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.		
Accepted:	("Customer")	VORTEX INDUSTRIES, INC. ("VORTEX")
By 		By Karina Lavelle (SAC)
Date <u>8/23/17</u>		Date 8/3/2017

LIMITED WARRANTY

1. **APPLICABLE PERIOD.** The VORTEX warranty for materials or labor (as appropriate) is applicable to cover problems promptly reported in writing within the following periods specified:
 - 1.1 **NEW PRODUCT INSTALLATIONS.**
 - A. Heavy Duty Rolling Steel Doors and Hollow Metal Doors - Five Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 100% Material, No Labor, 3rd year - 20% Material, No Labor, 4th and 5th Year - 10% Material, No Labor.
 - B. Overhead, Glass Entrance and Light Weight Rolling Steel Doors, Motors and Other New Product Installation - Three Year Limited Warranty, as follows: 1st year - 100% Material and Labor, 2nd year - 20% Material, No Labor, 3rd year - 10% Material, No Labor.
 - 1.2 **REPAIRS.**
 - A. Repairs Performed as Recommended by VORTEX: 100% Materials for 1 year, and 90 days Labor. B. Limited Scope Repairs - No Warranty.
2. **LIMITED WARRANTY. OUR WARRANTY IS FURTHER LIMITED AS FOLLOWS:**
 - 2.1 Our warranty shall not extend to or cover deterioration due to rust resulting from (i) damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, (ii) occurring as a result of any physical damage after the door left our control, or (iii) failure to provide reasonable, necessary and proper maintenance (see paragraph 3 below).
 - 2.2 Our warranty shall not extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.
 - 2.3 VORTEX does not warrant conformity with any building or fire codes. Customer is responsible for obtaining any required permits and giving any required notices.
 - 2.4 WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER WITH RESPECT TO THIS PRODUCT EXCEPT FOR ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW, AND ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.
 - 2.5 IN THE EVENT OF THE BREACH OF THE WARRANTY DESCRIBED ABOVE, VORTEX'S SOLE RESPONSIBILITY SHALL BE TO REPAIR OR REPLACE ANY PRODUCT WHICH PROVED TO HAVE BEEN DEFECTIVE DURING THE WARRANTY PERIOD. In the event VORTEX fails to or elects not to repair or replace the defective products, VORTEX'S responsibility shall be limited to the damages specified in Section 5 below.
 - 2.6 This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
 - 2.7 Only an authorized corporate officer of VORTEX may modify or add to the warranties set forth above, and any such modification or addition must be in writing and separately executed by such corporate officer.
3. **OWNER'S RESPONSIBILITY.**

The proper operation and maintenance of your doors is critical. If your door is equipped with a hand chain or pull rope, control its speed and do not let it slam up or slam down. If you operate your door slowly and carefully, it should last many years. However, the useful life of the doors and their component parts is not unlimited, and to assure the safe and proper operation, it is imperative that doors be serviced and inspected every six months for long life and easy operation. Failure to do so will void the warranty. You are encouraged to contact VORTEX for details on available **Preventive Maintenance** programs.

On such iron or steel surfaces painted by VORTEX with prime coat as are exposed to the weather, Customer agrees to complete painting with a finish coat or coats of a color of Customer's choice.
4. **FURTHER CONDITIONS OF WARRANTY.** The foregoing warranty shall be voided and products and services shall be deemed sold "as is" with all faults:
 - 4.1 if the related invoice is not paid within thirty (30) days;
 - 4.2 if repairs or alterations are made by anyone other than VORTEX;
 - 4.3 until any "Recommendation for Additional Work Needed" is authorized in writing by Customer and completed by VORTEX.You must give us the job number when first calling for warranty service or you will be billed for the work.
5. **LIMITATIONS OF LIABILITY.**
 - 5.1 THE LIABILITY OF VORTEX FOR DAMAGES OR INDEMNITY, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF THE CHARGES PAID BY CUSTOMER TO VORTEX WITH RESPECT TO THE SPECIFIC PRODUCTS OR SERVICES.
 - 5.2 IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL VORTEX BE LIABLE FOR INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SALES, NOTWITHSTANDING THE FACT THAT VORTEX MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER TERMS AND CONDITIONS

PAYMENT TERMS. The Company that called us is responsible for paying the bill. VORTEX provides emergency repair services, and time is of the essence to the performance by the parties of their obligations. Service bills are due and payable upon completion of work. Hours are calculated from the time the man leaves our shop until he returns. Minimum service charge is one hour at the current hourly rate. Customer further grants to VORTEX a security interest in all products furnished to customer. In event of default, VORTEX shall have, in addition to all rights provided by law, the right to repossess all products and to remove doors supplied. Overdue accounts shall accrue interest from the date payment on the account is overdue, at 10% per annum, or the maximum legal rate, whichever is greater.

WORK HOURS. VORTEX standard work hours are Mon. - Fri. 8:00 a.m. - 4:30 p.m. VORTEX's standard rates shall be increased for work performed during other hours. VORTEX must be notified of any days or times during which scheduled work cannot be done. A refused field trip will be charged for.

SITE PREPARATION. Customer, at its expense, shall assure that the wall construction around the opening is suitable for supporting all doors, door seals, accessories, and other items, and that there is proper clearances for their reception. When VORTEX is to provide erection, Customer at its expense shall assure that the openings into which the items or around which the items are to be installed are complete, unobstructed, and available to VORTEX mechanics or subcontractors without delay or interruption to their work. Customer warrants safety and suitability of the structure for reception of VORTEX'S materials and agrees to hold VORTEX and its subcontractors harmless from liability attributed thereto. Unless otherwise expressly stated, this work order does not include the preparation or furnishings by VORTEX of openings, sills, jambs, lintels, structural members to which doors or accessories are to be attached, or glass or glazing, or when motor operators are furnished, any wire, fuses, or conduits, or any auxiliary steel work for carrying supporting or attaching power units. Electrical hookup and hauling away of old materials is not included in the work order. Customer acknowledges that unloading, hoisting, storage and protection of materials is the sole responsibility of the Customer.

PERFORMANCE EXCUSED. VORTEX shall not be liable to Customer in any manner for failure or delay to fill an order placed herein, or other failures to perform as a result of strike or other labor trouble, fire, flood, material or labor shortage, embargo, stoppage in transit, direct or indirect acts, regulations or orders of any governmental body, war, sabotage, act of God or public enemy, or other cause beyond the control of VORTEX including nonperformance of conditions precedent by Customer such as the furnishing of specifications of wall openings or other information, approval of or other action upon drawing.

ENFORCEMENT OF CONTRACT. This contract (subject only to modification by any subsequent, and fully executed, written repair work order) constitutes the entire agreement of the parties with respect to the proposed work. There are no oral agreements made or allowed between the parties. All parties agree that interpretations and enforcement of the contract shall be subject to the laws of the state of California and any action brought to enforce any provision of the agreement shall be in the jurisdiction and venue of the courts of Orange County, California. In the event of any action or proceeding to enforce this agreement or arising out of any breach of this agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs therein incurred.

ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA, 95827. MAILING ADDRESS: P. O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826. WEBSITE: WWW.CSLB.CA.GOV.