



COMPANIES, INC.

BWI Grower Technical Sales

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Jacksonville, TX. 75766

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Quote # **CAM100042409-01**

Quotation

To: Cameron Parish School Board
1039 Highway 384

Customer Code **T-NEW**

City: Grand Lake

State: LA

ZIP Code: 70607

BWI DIVISION: BWI Texarkana

Phone: 337-905-5784

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E-mail:

Contact: Celena Cisneros

Quantity		Description	Price	Extension
1	EA	ATLAS 30' X 60' EDUCATOR PACKAGE INCLUDES: MAIN FRAME 8' SIDEWALLS ENDWALL FRAMING ALL PARTS FOR FRAME ASSEMBLY ALL NECESSARY EXTRUSIONS AND SCREWS FOR INSTALLATION AND ATTACHMENT OF 8MM PCSS SERVICE LADDER	\$12,342.00	\$12,342.00
1	EA	ATLAS HEATER HANGER KIT	\$99.00	\$99.00
1	EA	ATLAS WALL VENT W/O MOTOR 25'	\$625.00	\$625.00
1	EA	ATLAS 42" X 6' 8" 3/4 GLASS DOOR	\$265.00	\$245.00
1	EA	ATLAS 36" X 6' 8" 1/2 GLASS DOOR	\$195.00	\$195.00
1	EA	ATLAS HEATER VENT KIT 5"	\$141.00	\$135.00
1	EA	WADSWORTH MINI STEP 4 STAGE CONTROLLER 3 STAGES COOLING, 1 STAGE HEATING	\$847.00	\$847.00
1	EA	LOCK TUBE MOTOR w/MOUNTS (Motor For Atlas Wall Vent)	\$585.00	\$585.00
2	EA	QUIETAIRE 18" HAF FAN	\$89.00	\$178.00
25	EA	4" X 12" X 4' COOLING PADS	\$13.55	\$338.75
1	EA	MODINE PDP 200 N.G. HEATER POWER VENT / 115V / 1PH INTERMITTENT PILOT	\$907.99	\$907.99
1	EA	QUIETAIRE AGCS3675 GALV ANGLE FLOW FAN W/ABT 36" / .75 HP / 115V / 2 SPEED / 1 PHASE	\$895.00	\$895.00

1	EA	QUIETAIRE AGCS3675 GALV ANGLE FLOW FAN W/ABT 36" / .75 HP / 115V / 1 SPEED / 1 PHASE	\$757.33	\$757.33
1	EA	QUIETAIRE HDE-36 ALUM. 36" MOTORIZED INLET SHUTTER	\$187.00	\$187.00
1	EA	QUIETAIRE 4' X 25' STAINLESS STEEL SELF CONTAINED ECS (SET FOR 4" PADS)	\$1,073.33	\$1,073.33
3922	SQ FT	SPS THERMAGLAS 8MM TWIN WALL POLYCARBONATE HANDLING CHARGE (ROOF, END, AND SIDEWALL GLAZING)	\$1.40 \$153.00	\$5,490.80 \$153.00
1	EA	STATE STAMPED DRAWING AND CALCULATIONS FOR GREENHOUSE STRUCTURE AND FOUNDATION	\$1,600.00	\$1,600.00
1	EA	BID BOND	\$2,475.00	\$2,475.00

SUB-TOTAL	\$29,129.20
INSTALLATION (SEE ATTACHMENT)	\$37,928.57
SALES TAX	N/A
SHIPPING ESTIMATE	\$1,600.00
TOTAL	\$68,657.77

Estimate good till 5-29-09

* Prices, weights, & specifications subject to change without notice; excludes installation labor, freight, sales tax, and/or certified prints/calculations.

**** Acceptance of this offer based on BWI Companies, Inc. standard terms and conditions unless otherwise specified and accepted by both parties in writing.**

BWI Quotation # CAM100042409-01.

These terms are agreed to between Cameron Parish School Board, Owner and BWI Companies, Inc.

BWI Companies, Inc. agrees to install (1) 30' X 60' Atlas Educator Greenhouse according to the manufacturer's specifications for a total contract price of \$ 68,657.77, to include all materials and labor. The Owner agrees to pay BWI Companies, Inc. 25% of the total contract price as a down payment with the signing of this agreement, 50% upon delivery of the materials to the Owner's project site, and the remaining 25% upon substantial completion of the greenhouse(s). The shipping dates on the order are an estimated five to six weeks from Owner's acceptance of these terms by signing this quotation and payment to BWI Companies, Inc. of the 25% down payment. Terms subject to approved credit.

BWI CONTRACTOR RESPONSIBILITIES

COMPLETION:

1. Will provide all labor and material to erect greenhouse using professional greenhouse builders experienced in every aspect of the "Educator" according to manufactures specifications.
2. Upon completion of work, test all equipment for proper operation.
3. Instruct personnel in all aspects of operation and maintenance of greenhouse.
4. Will provide permits and liceanses from Cameron Parush Police Jury Dept.

ELECTRICAL:

1. Will furnish all labor and materials to install 4 – 115 volt receptacles, one on each end of greenhouse and one on each side of greenhouse
2. Will furnish all labor and materials to properly wire all greenhouse equipment, into 100 amp breaker box.
3. Will furnish all labor and materials to provide necessary keyless porcelain lamps with guard installed 12' apart down length of greenhouse. 150 watt bulbs included.
4. National electric codes will be adhered to throughout the greenhouse.

FLOORING:

1. Will furnish all labor and material for concrete footing.

CONCRETE PERIMETER FOOTING

1. Concrete to be a minimum of 4" thick with perimeter footer of 16" wide X minimum of 6" thick.
2. Complete floor area to be #57 or equivalent gravel with minimum of 3" thick.
3. Ground Cover will be layed and pinned down before installation of gravel.
4. 2 runs 1/2" rebar around perimeter footer. Rebar to overlap corners by minimum of 24".
5. Boring holes and setting columns in concrete footings, based on maximun 24" x 42" pier.
6. Please note the these are typical non engineered footings.
7. Will provide finished site to be built up 6" above surrounding grade with a level finished grade and pad dimensions will include 10' longer and wider that the actual dimensions of greenhouse (to minimize future erosion).

PLUMBING:

1. Will furnish all labor and material to provide 8 spigots; 4 plumbed to injectors, 4 plumbed to clear water supply. If there is not an irrigation system in the contract 4 spigots will be plumbed through concrete slab and capped off.
2. Will furnish all labor and material to plumb evaporative cooling system.

CUSTOMERS RESPONSIBILITIES

GENERAL:

1. Material unloading, security, and storage. Disposal of any unwanted debris or excess materials after construction.

ELECTRICAL:

1. Customer required to furnish 120/240-volt single phase electric supply within 5' of greenhouse located near front door as shown on bench layout drawing.
2. 50' of additional electrical cable to be provided to effectively connect power without splice.

PLUMBING:

1. Customer required to furnish minimum 1" PVC water supply within 5' of greenhouse located front door. Minimum of 55 psi of pressure required.

GAS LINE:

1. Will furnish gas line for heater to within 5' of greenhouse located near front door as shown on the equipment layout drawing.

SITE PREPARATION:

1. Customer must flag underground power lines, water lines, gas lines, and drain lines.
2. Will provide finished grade site free of weeds, trees, and debris.

UTILITIES:

1. Power supply, gas line and water supply must be run to site prior to beginning of construction.

The Owner will:

1. Unload the material when delivered and notify BWI Companies, Inc. of the delivery. After unloading, the Owner will provide for security and storage of the material. The Owner will have in place all usual liability insurance. The owner will further purchase and maintain builder's risk "all risk" for the amount of this quotation, plus any subsequent additions to the contract, on a replacement cost basis without optional deductibles.
2. Prior to installation, provide or have provided all necessary gas, electrical and plumbing lines or connections.
3. Provide all electrical power to the project site during installation.
4. Dispose of all unwanted construction debris and excess materials after construction is complete.

This quotation will remain open until May 29, 2009. The quotation is subject to the general terms and conditions set forth on the final page of this document.

Acceptance:

BWI Companies, Inc. is hereby authorized to furnish all materials and labor mentioned in said quotation, for which the undersigned agrees to pay the amounts set forth in said quotation, and according to the terms thereof.

Accepted by: _____

Date: _____

GENERAL TERMS AND CONDITIONS

Stated dates of shipping and delivery dates and installation, if any, are estimates only, not a guaranty of a particular day of shipping, delivery or installation. Time is not of the essence of this contract. BWI Companies, Inc. shall further not be liable for any failure or delay in shipping, delivery or installation if such delay is due to an act of God, war, labor difficulties, accident, or any other causes of any kind beyond the control of BWI Companies, Inc.

BWI COMPANIES, INC. MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR INTENDED USE, OR DESIGN OR WORKMANSHIP OF THE GOODS, EQUIPMENT AND/OR MATERIALS, AND ALL SUCH WARRANTIES ARE DISCLAIMED. OWNER ACKNOWLEDGES THAT, EXCEPT FOR ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS, EQUIPMENT, AND/OR MATERIALS, THE GOODS, EQUIPMENT AND/OR MATERIALS ARE SOLD TO OWNER ON AN "AS IS" BASIS AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST BWI COMPANIES, INC. OWNER ACKNOWLEDGES THAT IT IS RELYING SOLELY ON ITS EXAMINATION OF THE GOODS, EQUIPMENT AND/OR MATERIALS AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED FROM BWI COMPANIES, INC. OWNER EXPRESSLY ASSUMES THE RISK OF, AND RELEASES AND WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE AGAINST BWI COMPANIES, INC. FOR ANY AND ALL LIABILITIES AND DAMAGES, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE GOODS, EQUIPMENT AND/OR MATERIALS, THE INSTALLATION OF THE GOODS, EQUIPMENT AND/OR MATERIALS, THE OPERATION AND USE OF THE GOODS, EQUIPMENT AND/OR MATERIALS, ANY DEFECT OR FAILURE OF THE GOODS, EQUIPMENT AND/OR MATERIALS, OR BWI COMPANIES, INC'S FAILURE TO DELIVER OR PRESENT THE GOODS, EQUIPMENT AND/OR MATERIALS.

No claim for damages by Owner against BWI Companies, Inc. of any kind, not otherwise waived, disclaimed or otherwise excluded in this quotation, shall be greater in amount than the purchase price of said goods, equipment and/or materials, in respect of which said damages are claimed; and the Owner's failure to give notice of claim within thirty (30) days from date of delivery and installation, if installation is specified, or the date fixed for delivery, if any, as the case may be, shall constitute a waiver by Owner of all claims in respect of said goods, equipment, and/or materials installation. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF OWNER; AND RIGHT OF THE OWNER TO CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXCLUDED AND WAIVED BY OWNER.

Any structural loading set out in this quotation is based on the International Building Code (I.B.C.) certification. The Owner is responsible for verifying that the certifications proposed in this quotation meet with their local and/or state requirements prior to accepting this quotation or ordering engineering through BWI Companies, Inc. Furthermore, prior to accepting this quotation or ordering engineering, the Owner is responsible for providing BWI Companies, Inc. with written documentation of applicable building code requirements governing their city, county, state or other code requirements, including snow, wind, and exposure ratings if these are different than that stipulated herein.

Column footing sizes as set out in this quotation required for each structure are based on multiple factors which include wind, snow, quantity of gutter-connected houses, under-gutter height and soil compaction ratings, among other factors. Specific footing sizes other than those specified in this quotation can be provided by BWI Companies, Inc. only when certified engineering prints and calculations have been ordered and the client provides BWI Companies, Inc. with written confirmation indicating an applicable soil compaction rating. If soil compaction rates have not been provided prior to this quotation, BWI Companies, Inc. will use a nominal 2,000 PSI rating for certified prints. It is the responsibility of the Owner to verify and deliver to BWI Companies, Inc. written confirmation of soil compaction ratings if different from those specified in this quotation.

This quotation, if accepted by the Owner, contains the entire agreement of the parties. The Owner agrees and acknowledges that no representations or warranties of any kind have been made by BWI Companies, Inc. or its employees other than those expressed herein. All prior statements or offers respecting the subject matter have been incorporated into this quotation. All modifications of this quotation shall be in writing and signed by both Owner and BWI Companies, Inc.

In the event BWI Companies, Inc. is required to retain the services of an attorney to enforce this agreement, or to defend against any cause of action, claim or counterclaim brought by Owner on which BWI Companies, Inc. prevails, then BWI Companies, Inc. shall be entitled to recover the attorneys fees and costs which it has incurred, in addition to other remedies to which it may be entitled.

All unpaid amounts past due and owing under this contract shall bear interest at the maximum legal rate prevailing from time to time at the place where the project is located.

The provisions of this quotation shall be deemed severable, so that if any part hereof be found invalid or unenforceable, it shall be deemed excluded, and the remaining parts shall remain in full force and effect.