



SANTOS MANUEL STUDENT UNION BOARD OF DIRECTOR  
EXECUTIVE COMMITTEE MEETING

June 11, 2024 – 4:00 PM

ZOOM: <https://csusb.zoom.us/j/85875529320>

OR

IN-PERSON: SMSU NORTH STUDENT CHAMBERS

**AGENDA**

1. Call to Order
2. Roll Call
3. Open Forum
4. Adoption of Agenda

**NEW BUSINESS**

SMSU 01/24      Approval of CSUSB Recreation & Wellness: Leadership Challenge Center  
Cargo Net Replacement Proposal – Challenge Works Inc, not to exceed  
**\$15,300.00** from Account **660061-FFD01-B0525** (Action, Del Rossi)

*Announcements*

*Adjournment*

# **CSUSB Recreation & Wellness: Leadership Challenge Center Cargo Net Replacement Proposal**

**April 26, 2023**

*Proposed by: Mark Oswood, Recreation & Wellness Adventure Program Coordinator*

## **Background:**

Our current cargo net on the Leadership Challenge Center course is the original net installed 11 years ago. The net has several holes due to wear and UV damage. It is no longer able to be used to access the eastern tower. This net needs to be replaced so we can operate our Teams course program. Currently we are only offering our dynamic course. The net will be purchased and installed by Challenge Works Inc., the builder of our course.

## **Proposal:**

CSUSB Recreation and Wellness Dept would like to replace the cargo net that is used to access the eastern tower on Leadership Challenge Center course. The cost to replace and install is \$15,300.

## **Rationale:**

The Leadership Challenge Center has components that wear out and need to be replaced on a regular basis to continue safe operations. The cargo nets are one of the components that wears and needs replacement.

## **Budget Impact**

Cargo net and hardware	\$11,300.00
Installation	\$3,000.00
Travel Allowance	\$1,000.00
Total	\$15,300.00

## **Funding Source:**

Stateside Reserves Chartfield: 660061-FFD0I-B0525

## **Timeline:**

If approved the net will take approximately 45 days to assembly and ship. Once received the net will be installed as soon as possible.



PROPOSAL NO: 2404263

Date 04/26/2024

# CHALLENGE WORKS INC

## INITIAL PROJECT PROPOSAL

Cargo Net Installation

PREPARED FOR:  
California State University San Bernardino  
Mark Oswood  
San Bernardino, CA

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## PROJECT PROPOSAL

*This proposal has been prepared for your specific consideration based upon previous correspondence. Please let us know if there are any questions, comments, or concerns before approving this agreement. Challenge Works Inc seeks to create agreements that are accurate in scope and mutually agreeable.*

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### PROJECT OVERVIEW

The current course entrance cargo net has weathered and is in need of replacement.

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### SCOPE OF SERVICES- PROVIDED BY CHALLENGE WORKS

We propose that the following services are to be provided by Challenge Works Inc (CW)

All work shall be completed on the property of: CSUSB, San Bernardino CA

Challenge Works Inc. will provide the following: (unless other arrangements are made with client)

1. **All materials:** including, but not limited to, specialty line hardware, lumber, specialty fasteners, wire rope, climbing holds
2. **Labor:** for completing the work outlined in the proposal
3. **All rental equipment** specific for the installation

Challenge Works Inc. **will not** provide the following:

1. Securing any project approvals (such as permits, property line verification, environmental impact studies).
2. Third Party Services (such as engineers, surveyors, other sub-contractors)
3. Disposal of removed hardware and lumber

**1. MAINTENANCE / REPAIR ITEMS**

1.1. Cargo Net installation

1.1.1. Remove Current cargo net

1.1.2. Install new custom Poly Dacron cargo nets

1.1.2.1. Taco Net Main

1.1.2.1.1. 6' x 50' floor with 2' tails a both ends. 6" squares all 3/4" rope

1.1.2.1.2. 2 X 6'x50' walls, 12" squares with 3/4" x 1" rope

1.1.2.2. Cargo Net Tube

1.1.2.2.1. 7' Long tube net all 3/4" rope, 6" squares - 98" circumference/ 2'7" diameter added to 44' taco net at 36' from bottom

1.1.3. Taco Net field installed to Tube net

<b>COST</b>		
<b>Item</b>	<b>Additional Description</b>	<b>Amount</b>
1. Repairs	Cargo Net and hardware	\$11,300.00
	Installation of cargo net	\$3,000.00
Travel Allowance	Estimate of travel – will charge for actual mileage and costs	\$1,000.00

*Travel estimate is based on combining travel with other clients in the general vicinity.*

**FOOD, LODGING, AND TRAVEL TERMS**

Challenge/ Aerial Adventure Course work is considered specialty services and most often requires vendors to travel large distances to serve their clientele. Additional Food and Lodging expenses are typical due to the nature of the circumstances. We do our best to keep these non-extravagant.

**FOOD**

It is expected that the Client shall provide meals for the duration of this project.

If not, we will make our own arrangements and charge a per diem of \$75.00 per day (or part thereof) per person for meals.

**LODGING**

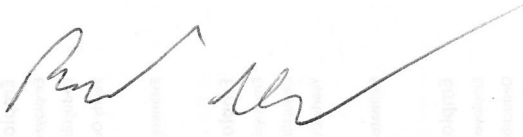
Lodging is required for Challenge Works Staff for the duration of the proposed work.

If lodging cannot be provided, Challenge Works will charge, at cost, for inexpensive accommodations in your area.

**TRAVEL**

Please note that Challenge Works Inc. bills in addition for associated travel fees to and from the site. We take efforts to control these costs and keep them reasonable for our clients.

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		<u>Mm / dd / yy</u>
Signature - Client Representative	Title	Date
		<u>04/26/2024</u>

Paul Hancock

*Please note Additional General Information and Terms/Conditions on the following pages:*

## GENERAL INFORMATION

### STANDARDS UTILIZED

1. ANS/ACCT 03-2019 Challenge Courses and Canopy/ Zip Line Tours Standards
2. Current Manufacturers Printed or Posted Standard or Operating Instructions and Manuals

*Where a conflict exists the most relevant standard shall apply (ex. where a climbing tower is integrated into a greater challenge course structure)*

## GENERAL TERMS AND CONDITIONS

### 1. PROJECT APPROVALS

Challenge Works will assist with project approvals by attending meetings, providing consultation and documents as necessary to execute the project. The Client will take direct and ultimate responsibility for obtaining government permits/approvals, verification of property lines, securing proper land use classification and dealing with environmental and/or cultural issues. Prior to providing services the Client must ensure all the preceding approvals and permits are confirmed for the site.

### 2. THIRD PARTY SERVICES

The Client will be responsible for approving and contracting with any third-party professionals such as engineers, surveyors or other subcontractors that may be required to support the project except where

specified in this document.

### **3. CHANGE ORDERS**

We will provide you with a “will not exceed budget” for projects. We will never exceed a projected budget for our work with you unless it is the result of a request, by you, for additional service. This shall be considered a CHANGE ORDER. In such cases, a written estimate of the change will be provided and must be signed by the Client prior to the work commencing.

### **4. DISPUTE AVOIDANCE AND RESOLUTION**

Mediation and Arbitration of Disputes. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Challenge Works and Client each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

### **5. INSURANCE**

Challenge Works agrees, at its sole cost and expense, to maintain appropriate insurance in accordance with generally accepted industry standards. Client agrees, at its sole cost and expense, to maintain separate and adequate insurance that is suitable for the services being performed and to protect its own interests.

### **6. LIABILITY OF CLIENT**

Client retains complete liability for all course operations and recognizes that Challenge Works has no control over how the courses are operated. Client shall assume all liability for accidents or injuries occurred while on any course structure whether or not the course is in operation. Client shall also assume all responsibility for any labor it supplies to aid in services delivered by Challenge Works. Client releases, holds harmless and indemnifies Challenge Works from all damages related to Client’s Liability and obligations as noted in this paragraph. However, this paragraph is not intended and does not release Challenge Works from express acts of gross negligence caused exclusively by Challenge Works.

### **7. SEVERABILITY**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: the validity or enforceability in that jurisdiction of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

### **8. MUTUAL INDEMNITY AGREEMENT**

Each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys’ fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Party’s facilities, or (b) the making of replacements, additions, or improvements to, or reconstruction of, the Party’s facilities. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole and exclusive gross negligence of one party or the willful misconduct

of one party. Notwithstanding the indemnity provisions contained herein, except for a Party's willful misconduct or sole exclusive gross negligence, each Party shall be responsible for damage to its own facilities resulting from electrical disturbances or faults.

## **9. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Challenge Works and the Client waive all claims against each other for all consequential and indirect damages of every kind arising out of or relating to the contract. This mutual waiver includes:

- 1) Damages incurred by the owner for rental expenses for loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2) Damages incurred by the contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit other than anticipated profits arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages to either party, damages related to termination of this agreement and liquidated damages.

## **10. STANDARD OF CARE**

The standard of care for all professional services shall be no less than the presently accepted practices ordinarily used by members of the adventure course profession practicing under similar conditions at the same time and locality of the Service where it is being performed.

## **11. WARRANTY**

Challenge Works Inc will warranty all installed elements, maintenance, repair work and materials for a period of 1 year from the time of installation. All installed components are designed to meet or exceed current ACCT Standards.

This warranty does not extend to the following:

- 1) Damage or failure that results from vandalism, neglect, unauthorized usage or acts of God.
- 2) Damage or failure that results from usage in a manner other than for how it was designed and intended

No other warranty is expressed or implied, and all others are expressly denied, including those of fitness and merchantability.

Challenge Works must receive written notice of a defect, within the 1 year time period, to incur obligation under this warranty. Challenge Works only obligation with respect to defects under this warranty is to correct the defect, which may include providing the labor, materials and parts reasonably considered defective.