



USASHADE®

February 1, 2024

PROPOSAL

Gateway Plaza Clearwater

2681 Roosevelt Blvd Clearwater, FL 33760

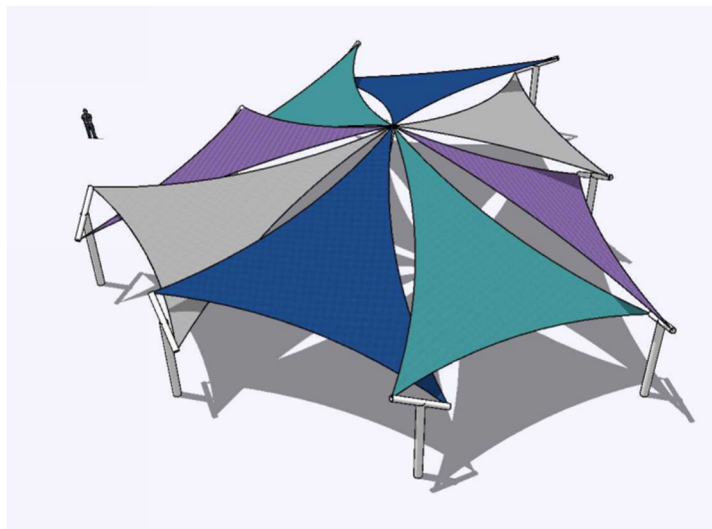
Attn: Tara Kivett
To: City of Clearwater
Tel: 727-562-4749
Email: tara.kivet@myclearwater.com
Ref: 22-152-FL R-3

PROPOSAL DESCRIPTION

Shade Structures Inc. dba USA Shade & Fabric Structures is pleased to offer the following Design/Build proposal for the above project. USA Shade & Fabric Structures will design, engineer, fabricate, supply, and install one (1) tensile membrane canopy supported by steel and cables in general appearance with attached figures and as further described below:

This project has a total fabric plan area of approximately 3,082 square feet with a total fabric surface area of approximately 3,280 square feet.

*We acknowledge receipt of:
No Addendums received*



Total PROPOSAL PRICING: 296,506.86 (Two Hundred Ninety Thousand Five Hundred Ninety-Six Dollars)
Credit for deposit - \$72,673.25

Final PROPOSAL PRICING: 223,833.61 (Two Hundred Twenty-Three Thousand Eight Hundred Thirty-Three Dollars)

Our Bond Rate is included in the price.

This proposal is valid for **30 days**.

Our proposal shall be referenced in any contract/purchase order drafted for this project.

SCOPE OF WORK

DESIGN/ENGINEERING **Design to FBC2020, 165 mph wind speed ** (see note 5 below).**

Non-linear analysis of the configuration will be conducted using NDN (www.ndnsoftware.com), a leading software analysis program for tension fabric structures.

USA Shade & Fabric Structures proposal for the Project includes the following:

1. One (1) Preliminary Design Concept Refinement.
2. Foundations and anchor bolt design by USA Shade & Fabric Structures for our structure.
3. Design and engineering for tensile membrane canopy systems.
4. Patterning for fabrication of architectural membrane.
5. ** Fabrics to be removed if wind speeds to exceed 115 mph
6. We include limited assistance to the GC/Owner for their coordination to our steel; for any MEP requirements which are to be supplied and installed by others. We can provide the design and engineering assistance for the attachment details for an additional cost. All MEP requirements will be external to our steel and exposed to view.
7. Design and Engineering support for building department approval.
8. Wet sealed design drawings and calculations by licensed Professional Engineer.

USA Shade & Fabric Structures proposal for the Project does not include the following:

1. Design or engineering of any MEP requirements or any other ancillary items unless specifically identified in inclusions, (limited assistance only).
2. Design or engineering of gutters, downspouts, scuppers, closures or diverters.
3. Design or engineering of other site work or general contractor's work.

FURNISHED MATERIALS**USA Shade & Fabric Structures proposal for the Project includes the following:**

1. Fabricated HDPE architectural membrane. Color to be determined.
2. Finished powder coat finish over galvanized structural carbon steel directly associated with tensile membrane structure down to and including base plates. *All field connections to be bolted – No Field Welding.*
3. Stainless wire rope cables in contact with fabric as required.
4. Anchor bolts.
5. Provision of our standard one (1) year workmanship warranty and the fabric manufacturer's standard ten (10) year pass-thru material warranty. Our standard workmanship warranty is for the tensile membrane components we supply, with the exception of the steel corrosion protection, which will only be a one (1) year warranty. *Because of surety requirements, any performance bond, that may be required, will cover only the first year of the warranty. The warranty will be a separate document between Shade Structures Inc. dba USA Shade & Fabric Structures and the Owner. Upon completion of our work, Shade Structures Inc. dba USA Shade & Fabric Structures will execute the warranty.*
6. Use tax.

USA Shade & Fabric Structures proposal for the Project does not include the following:

1. Performance or payment bonds, building permits or fees of any kind.
2. Any site demolition, modifications, or repairs to other's buildings, landscaping, or restoration work.
3. Any site surveys.
4. Any mechanical, electrical, lighting, sprinkler system, speaker systems, lightning protection systems, or attachments to our work (limited coordination only).
5. All attachments to wall or roof for structural support.
6. Any AESS requirements for steel fabrication or erection.
7. Any gutters, downspouts, scuppers, diverters, or attachment to our work.
8. Concrete pedestals, footings, foundations, grouting, building embedment's, and/or installation.

9. Any mockups.
10. Buy America, Fly America, and USA flagships.

INSTALLATION

USA Shade & Fabric Structures will be responsible for the erection of our furnished materials for the tensile membrane canopy. USA Shade & Fabric Structures will provide necessary labor at (Non-Union / Non-Prevailing) wage structure. USA Shade & Fabric Structures will also provide necessary equipment, rigging and tools required for the installation of our scope.

USA Shade & Fabric Structures proposal **assumes and is conditioned on the following:**

1. The tensile membrane canopy will be accessible by drive up for unloading of our trucks and installation with our equipment, personnel man-lifts, and forklifts. Crane mats or any additional precautions for concrete or other site surface / sub-surface conditions have not been included. The site is conducive for all construction forms of equipment.
2. We will require the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed **one** mobilization for the installation of steel and fabric, if additional mobilizations are required there will be an additional charge. We will require exclusive access to the area for our work during the installation process.
3. No special entry conditions / requirements or daily site delays accessing the work areas.
4. Price excludes spoils removal, must be dumped on-site.
5. Secure storage and adequate lay down area for our tools, equipment, and materials within close proximity to the installation site will be provided, free of charge.
6. If night work is require, our price assumes others to provide 200 amp / 110-volt service.
7. Potable water available within 100' of our work.
8. We will require site sanitary facilities and refuse containers by others within 200' of work area.
9. USA Shade & Fabric Structures will leave its work and materials in a clean condition at the conclusion of our work. Any additional cleaning that may become necessary will be the responsibility of others.
10. USA Shade & Fabric Structures shall be reimbursed for work stoppage or delays caused by other parties.
11. Barricades and public security requirements, should they be required, are not included.
12. Seasonal severe weather working conditions have not been included.

PROJECT SCHEDULE

Note: No work will commence until our accounting department receives a fully executed contract or signed proposal and financial sovereignty of our client.

We will provide a schedule upon contract award.

PAYMENT TERMS

Our offer is contingent upon our ability to invoice and receive monthly progress payments in accordance with a mutually agreed upon Schedule of Values for materials purchased and/or in fabrication and/or stored off site.

A twenty-five deposit is required at order. We will submit monthly progress billings by the 25th of each month projected to the final day of the month we are billing. We will submit a detailed payment schedule upon award of contract. Any retainage withheld shall be payable within 90 days of substantial completion. All payments are due within 30 days of receipt of the invoice. Late payments are subject to one percent (1%) interest charge per month.

We reserve the right to suspend work in the event of breach of payment terms, *in excess of 60 days*, as defined by the Prime Contract and our subcontract agreements.

ADDITIONAL COMMENTS

1. Any deviations from the drawings or specifications without the mutual consent of both USA Shade & Fabric Structures and the Owner/Contractor will be subject to a Change Request/Change Order. Change orders will be invoiced as required.
2. We have assumed <1> truck @ \$2,950/truck, any deviation +/- 5%, may require a change order/deductive change order.
3. We will attend meetings while present on site; all others to be conducted via audio / online meeting conferencing if required.
4. We exclude all liquidated and consequential damages.
5. This offer does not include Builder's Risk Insurance. We require to be named as an additional insured on the Owners/GC's Builder's Risk Policy and we will have no responsibilities for any deductibles.
6. Our offer is based on positioning seams and patterning to achieve maximum fabric efficiency.
7. Owner/GC shall provide an as-built survey or drawing showing the intended location for the structure and any surrounding structures which could cause interferences or access with our structure before engineering begins. If the appropriate tolerances are not held in placing the anchor bolts or interface attachment plates and it results in additional re-engineering or re-work there will be additional costs and it will be the subject of a change order.
8. USA Shade & Fabric Structures makes this offer for the project on the basis that the structure will be designed and fabricated based on the theoretical geometry; therefore, the accuracy of foundation and anchor bolt placement is critical. The foundations and anchor bolts must be installed with the following maximum tolerances.
 - A. Anchor bolts must be installed true to the template. USA Shade & Fabric Structures will provide a paper template and AutoCAD drawings for each typical bolt pattern.
 - i. Anchor bolts must be installed true to the template and perpendicular to the template plane.
 - ii. The top of the concrete and anchor bolts must be set to +/- 1/8" of required elevation to ensure proper projection and elevations as per 3D system work points.
9. Survey requirements of the Owner/GC:
 - A. All survey coordinate data (XYZ coordinates or northing, easting, elevation) shall be issued to USA Shade & Fabric Structures in an excel format and in an autocad file format (dwg/dxf) with lines, points and "solid" shapes as required.
 - B. Scan survey shall only be used with USA Shade & Fabric Structures approval. If approved, the survey contractor will do secondary processing to develop the scan survey into a comprehensive 3D model file along with the point cloud data shall be supplied to USA Shade & Fabric Structures.
 - C. A coordination meeting between USA Shade & Fabric Structures and the survey contractor is required before any survey work is started.
 - D. Foundation pier data points requirements:
 - i. Top of pier elevations.
 - ii. Top of all anchor bolts.
 - iii. Verify bolt diameter, document any variance from design.
 - iv. Verify anchor bolt threads extend to the top of pier.
 - v. Verify plumbness of all anchor bolts. Document all variances equal to or greater than 1/4" including direction of slant. For oblique piers, the term plumbness shall be taken to mean squareness of the projected anchor with respect to the concrete bearing surface.
 - vi. All conduit/drainage pipes or drain holes, etc. Document all drainage pipe, drainage hole and conduit (or conduit group), etc. center point and diameter.
 - vii. All corner points and depth of shear pockets.

- viii. If foundation is recessed, a top of finished grade is required next to each recess foundation.
- E. Embed plate data point requirements:
- Center of exposed surface.
 - Outer edge of embed.
 - Verify embed is horizontal/vertical within 3 degrees.
 - All items that apply from note D.
- F. Survey contractor to document any observed interferences (i.e. tree limbs, eaves on roof, signs, etc.).
- G. Provide photos of all foundations and general site layout including any observed interferences.
11. Due to the specialty nature of our work, the products used and limited availability of scope items we cannot commit to any MBE/WBE/DBE goals required on the project.
12. We require a minimum of 3 working days to respond to notice or provide notices for non-emergency events such as Change Order requests, notice of time extensions, notice of cure, etc.
13. Our proposal includes only those US custom fees, duties, tariffs, and importation fees in effect as of the date of this proposal. Additionally, USA Shade & Fabric Structures would require reimbursement for additional costs, including, but not limited to, raw materials, freight, etc., resulting directly or indirectly from changes to US customs and/or tariff policies which change after the date of this offer.
14. When applicable, USA Shade & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric and concrete. Due to the duration of proposal validity and contract durations, USA Shade & Fabric Structures reserves the right to implement this surcharge when raw material and transportation cost increases warrant it as applicable. For projects including steel, the steel raw materials price is based upon Steel Benchmark pricing index as of the date of this proposal. *Due to the volatility experienced in raw material steel and fabric prices, it will be necessary to order, invoice, and receive payment for steel and fabric as soon as final types and sizes can be determined to help minimize potential cost escalation.*

End of Proposal**** CLIENT APPROVAL: ****

Shade Structures Inc. dba USA Shade & Fabric Structures is hereby authorized to proceed with the work:

**AUTHORIZED
SIGNATURE** _____

Thank you for the opportunity to present this offer.

Regards,

**Jay Rivera
Sr. VP of Sales
(707) 738-8974**

- ** Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.