

HEBER PUBLIC UTILITY DISTRICT
REPORT TO BOARD OF DIRECTORS

MEETING DATE: June 18, 2020

FROM: Laura Fischer, General Manager

SUBJECT: Authorize the General Manager to Execute a Contract with USA Shade to construct a shade at the Water Treatment Plant shop

ISSUE:

Shall the Board of Directors authorize the General Manager to execute a Contract USA Shade to construct a shade at the water treatment plant shop?

GENERAL MANAGER'S RECOMMENDATION:

It is recommended that the Board of Directors authorize the General Manager to execute a Contract with USA Shade to construct a shade at the water treatment plant shop.

FISCAL IMPACT: Total Project Cost \$53,300

SHADE AT SHOP

Contract with A & N for Demolition	4,800
The Holt Group Planning Assistance	5,000
USA Shade 40X40 shade	43,500
	<u>\$</u>
TOTAL	<u>53,300</u>

BACKGROUND:

The improvements at the Water Treatment Plant project includes removing and replacing the shade. The Board authorized staff to request bids for a fabric shade structure. HPUD received one bid from USA shade. Engineering staff feels that this is a very competitive bid and USA recently installed the shade at Jiggs Johnson Park and is familiar with our area and services.

See attachments of bid.

CONCLUSION:

Staff recommends approval of the contract for the shade construction and installation, at the water treatment plant park.

Respectfully Submitted,

Laura Fischer,

General Manager

SECTION III -- PROPOSAL FORMS

1 -- PROPOSAL FORMS

Shade Structures, Inc. dba
USA SHADE & Fabric Structures
CONTRACTOR

The undersigned hereby proposes to the Heber Public Utility District to furnish the shade designs, labor, technical and professional services, supervision, materials, and equipment and to perform all operations, obtain all planning and building permits from the County of Imperial as may be necessary and required to complete the **HEBER PUBLIC UTILITY DISTRICT SHADE PROJECT AT WATER TREATMENT PLANT.**

The work shall be completed in accordance with the provisions of this document, and at the prices stated opposite the respective items set forth in the Schedule of Items and Prices attached hereto.

The undersigned agrees that this Proposal constitutes a firm offer to the Owner which cannot be withdrawn for sixty (60) calendar days from and after the date set for opening of proposals, or until a contract is fully executed by the Owner and a third party, whichever is earlier.

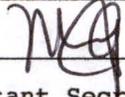
The undersigned certifies that it has examined and is fully familiar with all of the provisions of this document, and any addenda thereto; that it has carefully checked all of the words and figures shown in its Schedule of Items and Prices; that it has carefully reviewed the accuracy of all statements in this proposal and attachments hereto; and it understands and agrees that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

The undersigned represents that it has made careful examination of this document and by examination of the actual site conditions has satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work and all other matters which can in any way affect the work or the cost thereof.

If awarded a contract, the undersigned agrees to execute and deliver to the Heber Public Utility District within ten (10) calendar days, a signed contract, the necessary insurance certificates, and all other required documents. Upon receipt of a notice to proceed, the undersigned shall complete all work within ninety (90) calendar days.

The undersigned certifies that it is now licensed in the appropriate trade in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is 989458 and that said license expires December 31, 2021.

Shade Structures, Inc. dba
Bidder: USA SHADE & Fabric Structures

(SEAL) By: 
Assistant Secretary

Title

Virginia Marquez
(Type or print name)

BIDDER'S BUSINESS ADDRESS

2580 Esters Blvd.

Suite 100

DFW Airport TX 75261

Dated:

NOTE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

SECTION III -- PROPOSAL FORMS

2 -- SCHEDULE OF ITEMS AND PRICES

**PROPOSAL
FOR
HEBER PUBLIC UTILITY DISTRICT
SHADE AT WATER TREATMENT PLANT**

TO THE HEBER PUBLIC UTILITY DISTRICT, AS OWNER

In accordance with the OWNER'S INVITATION FOR PROPOSALS, the undersigned BIDDER hereby proposes to provide the shade designs, materials and installation for the Shade at Water Treatment Plant; secure all permits as may be necessary from the County of Imperial; furnish all materials, equipment, tools, labor and incidentals new and free from defect required for the above stated project and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, INSTRUCTIONS TO BIDDERS, Addendum(a), and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the Owner at the unit and/or lump sum prices set forth in the following BID SCHEDULE. The Bidder shall include all costs associated with all items contained within the specifications or any issued addenda. In the event items are identified within the contents of the specifications which are not clearly designated within the bid schedule, those items shall be regarded as incidental and the associated costs shall be assigned to the most appropriate Bid Item.

BIDDER understands that a bid is required for the entire project that the estimated quantities set forth in the BID SCHEDULE are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of material supplied and work satisfactorily completed. THE OWNER RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY ILLUSTRATED AND TO DELETE ANY ITEM, MATERIAL OR WORK FROM THE CONTRACT. If the amount of a bid quantity is decreased more than twenty-five percent (25%) for an item with a value greater than \$10,000.00, then the unit price of that item is subject to negotiation. The Contractor shall substantiate the increase in unit price, if any, by demonstrating the impact in terms of costs resultant from the decreased quantities. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, insurance, taxes, royalties, transportation, permits, and fees.

In case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and the accurate and mathematically correct summation of the total bid item amounts shall govern over the total for comparison summation figure and words listed on the proposal form.

The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addendum(a), receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

SECTION III - PROPOSAL FORMS

3 -- BID SCHEDULE

The undersigned hereby declares that the bidder has carefully examined the location of the proposed work that bidder has examine the plans and specifications and read the accompanying instructions to bidder and hereby proposes to furnish all material and do all work required to complete the said work in accordance with the said plans and specifications and special provisions for the prices set form in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

BASE BID

Design, Furnish and Install a 50-foot by 40-foot fabric shade structure for the Lump Sum price:

\$ 83,500

(Amount of Total Bid written numerically as Dollars and Cents)

§ Eighty three thousand five hundred

(Amount of Total Bid written in words as Dollars and Cents)

ALTERNATE BID

Design, Furnish and Install a 40-foot by 40-foot fabric shade structure for the Lump Sum price:

\$ 43,500

(Amount of Total Bid written numerically as Dollars and Cents)

§ Forty three thousand five hundred

(Amount of Total Bid written in words as Dollars and Cents)

The above bid, submitted above by a qualified prospective bidder, both in numerical and written words, shall constitute the Bid for this proposed project. The amount of the Bid written in words shall be interpreted as a confirmation of the intent of the prospective bidder in preparing the Bid.

The above Base Bid shall be the basis on which the Lowest Responsible Bid shall be selected by the Heber Public Utility District for the proposed project.

SECTION III -- PROPOSAL FORMS

4 -- LIST OF PROPOSED SUBCONTRACTORS

If awarded the contract, the bidder proposes to employ the following subcontractors which will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.50%) of the total amount bid. The bidder shall not be allowed to substitute another subcontractor for the subcontractor listed below without the written approval of the Owner. If no subcontract work is proposed, except within the one-half of one percent (0.50%) limit set forth above, the bidder shall so state.

Subcontractor	Description of Work to be Subcontracted
1. _____ Name _____ _____ Address _____ DIR Registration Number _____ CA Contractor's License Number	_____ _____ _____ _____ _____ _____
2. _____ Name _____ _____ Address _____ DIR Registration Number _____ CA Contractor's License Number	_____ _____ _____ _____ _____ _____
3. _____ Name _____ _____ Address _____ DIR Registration Number _____ CA Contractor's License Number	_____ _____ _____ _____ _____ _____

SECTION III -- PROPOSAL FORMS

5 -- MAJOR MATERIAL SUPPLIERS INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

ITEM OR EQUIPMENT	MANUFACTURER	SUPPLIER
1. _____ _____	_____ _____	_____ _____
2. _____ _____	_____ _____	_____ _____
3. _____ _____	_____ _____	_____ _____
4. _____ _____	_____ _____	_____ _____
5. _____ _____	_____ _____	_____ _____
6. _____ _____	_____ _____	_____ _____
7. _____ _____	_____ _____	_____ _____

Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after the bid opening unless equipment or material of the listed manufacturer or suppliers cannot meet the specifications.

SECTION III -- PROPOSAL FORMS

6 -- EXPERIENCE STATEMENT

The bidder shall submit, as a part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

- a. The bidder has been engaged in the business under its present business name for 5 years.
- b. The bidder shall be responsible for the design, engineer, manufacture, and erect the fabric shade structure, including the foundation and shall provide a dedicated project manager throughout the entire Project.
- c. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of _____ years.
- c. The following contracts covering work in California of similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last five (5) years for the following owners (person, firms or authorities): It is acceptable to provide an attached list of projects in lieu of the form below

	Name Owner	Tel. No.	Year Completed	Type of Work	Contract Amount (Rounded to Thousand Dollars)
1.	HPUD	760-482-2440	2019	Shade Structure	\$24,000
2.	Calexico Unified	760-222-3059	2018	Shade Structure	\$117,000
3.	Brawley ESD	760-427-4908	2018	Shade Structure	\$35,000
4.	County of San Diego	858-966-1345	2020	Shade Structure	\$35,000
5.	City of Chula Vista	619-409-5966	2020	Shade Structure	\$75,000
6.	Solana Beach SD	858-794-7159	2019	Shade Structure	\$61,000

SECTION III -- PROPOSAL FORMS

7-- CERTIFICATION OF NONSEGREGATED FACILITIES

The construction Contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The construction Contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.



Signature

6/9/2020

Date

Virginia Marquez

Name and Title of Signer

Assistant Secretary

(Please Type)

SECTION III -- PROPOSAL FORMS

8 -- CONTRACTOR'S CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. I hereby fully understand State of California Department of Industrial Relations Wage Determinations apply to this project. The pertinent requirements and wage rates are on file at the office of the Engineer, The Holt Group, Inc., 1601 N. Imperial Avenue, El Centro, California 92243 and also included within this document. In addition, it is the Contractor's responsibility to review the works' classifications and wage rates to insure inclusion of the Contractor's workers' classifications. If the workers' classifications are not included within the aforementioned wage rates, the Contractor shall notify the awarding agency immediately to obtain the adequate classifications and wage rates prior to mobilization.

**HEBER PUBLIC UTILITY DISTRICT
SHADE AT WATER TREATMENT PLANT**

Shade Structures, Inc. dba
USA SHADE & Fabric Structures

Name of Contractor



Signature

2580 Esters Blvd. Ste 100

Address

DFW Airport, TX 75261

6/9/2020

Date

SECTION III -- PROPOSAL FORMS

9 -- CONTRACTOR'S CERTIFICATE OF WORKER'S COMPENSATION

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his/her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

**HEBER PUBLIC UTILITY DISTRICT
SHADE AT WATER TREATMENT PLANT**

Shade Structures, Inc. dba
USA SHADE & Fabric Structures

Name of Contractor

2580 Esters Blvd. Ste 100

Address
DFW Airport, TX 75261



Signature

6/9/2020

Date

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

SECTION III -- PROPOSAL FORMS

10 -- NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the Heber Public Utility District

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

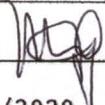
Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Shade Structures, Inc. dba
USA SHADE & Fabric Structures

Name of Contractor

2580 Esters Blvd. Ste 100 DFW Airport, TX 75261

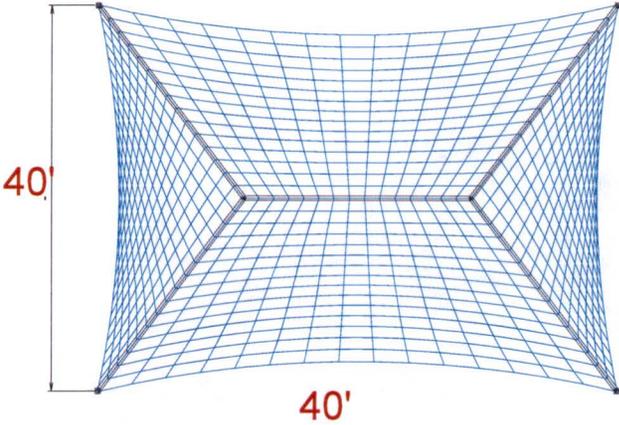
Address

Signature: 

Date: 6/9/2020

40' X 40' Hip Structure with a 15' entry

PLEASE NOTE THAT THESE DRAWINGS ARE A PICTORAL REPRESENTATION OF FABRIC AND STEEL ONLY. NONE OF THE REQUIRED ATTACHMENT OR CONNECTION DETAILS HAVE BEEN DEPICTED.

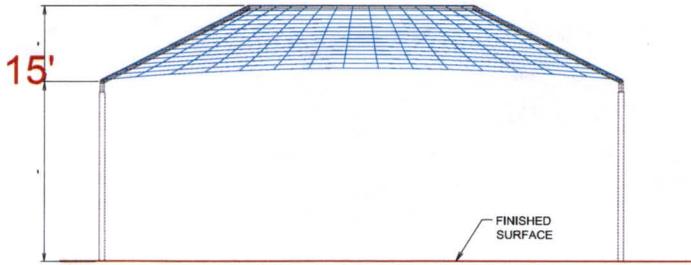


PLAN VIEW

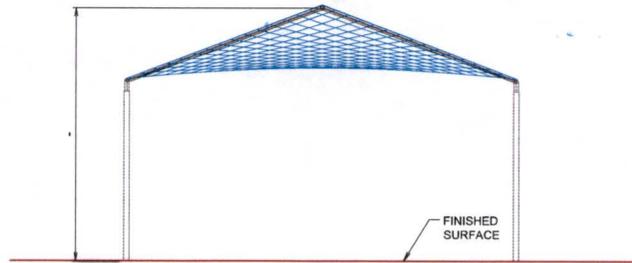


PERSPECTIVE VIEW

NOTE:
- ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK.



FRONT ELEVATION

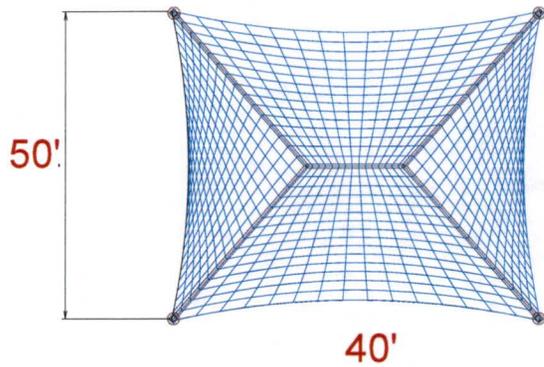


SIDE ELEVATION

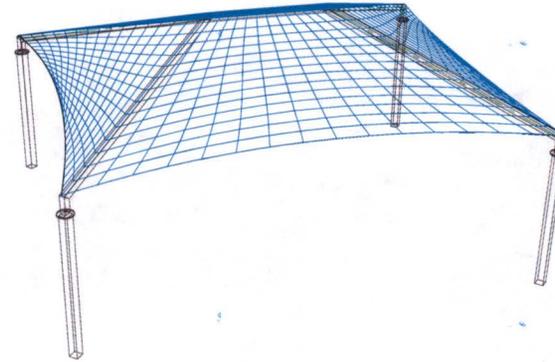
CUSTOMER:	
PROJECT NAME:	
LOCATION:	
STRUCTURE TYPE:	
SIZE:	
<p>THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF USASHADE & FABRIC STRUCTURES AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.</p> <p>USASHADE & FABRIC STRUCTURES</p> <p>CORPORATE HEADQUARTERS 8500-A CHANCELLOR ROW DUBLIN, CALIFORNIA 94568 909-566-2026</p> <p>Sun Ports</p> <p>VPS</p> <p>CLARK COUNTY</p>	
<p>CERTIFICATIONS:</p> <p>MS CERTIFICATION No: FA-428 CLARK COUNTY MANUFACTURER CERTIFICATION NUMBER (NEVADA): 358</p>	
REV	DESCRIPTION
DATE	DRW
CHK	ENG
Drawn By :	FPRE
Checked By :	FPRE
Approved By :	FPRE
DRAWING DESCRIPTION:	
DWG.	
PAGE	
REV.	

50' X 40' Super Span Structure with a 15' Entry

PLEASE NOTE THAT THESE DRAWINGS ARE A PICTORAL REPRESENTATION OF FABRIC AND STEEL ONLY. NONE OF THE REQUIRED ATTACHMENT OR CONNECTION DETAILS HAVE BEEN DEPICTED.

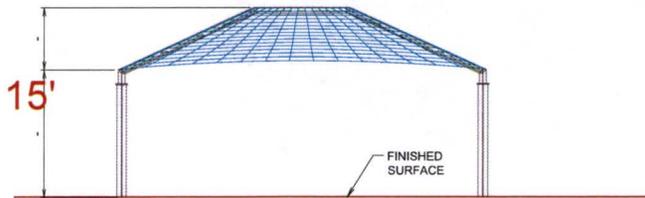


PLAN VIEW

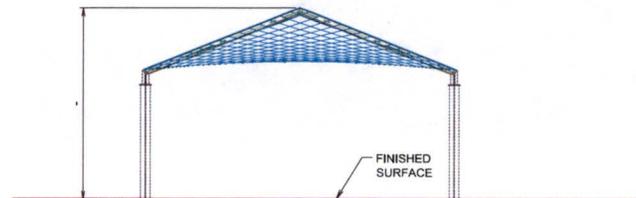


PERSPECTIVE VIEW

NOTE:
- ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK.



FRONT ELEVATION



SIDE ELEVATION

CUSTOMER:	
PROJECT NAME:	
LOCATION:	
STRUCTURE TYPE:	
SIZE:	
<p>THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF USA SHADE & Fabric Structures AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.</p> <p>USA SHADE & Fabric Structures CORPORATE HEADQUARTERS 8505-A CHANCELLOR ROW DALLAS, TEXAS 75247 800-996-6005</p> <p>Sun Ports Sun Shade Structures</p>	
<p>CERTIFICATIONS: IAS CERTIFICATION No: FA-428 CLARK COUNTY MANUFACTURER CERTIFICATION NUMBER (INDIVIDUAL): 935</p>	
REV	DESCRIPTION
	DATE
	DRW
	CHK
	ENG
Drawn By:	FPRE
Checked By:	FPRE
Approved By:	FPRE
DRAWING DESCRIPTION:	
DWG.	
PAGE	
REV.	

SECTION VIII – TECHNICAL SPECIFICATIONS

2 – PRE-ENGINEERED FABRIC SHADE STRUCTURE SPECIFICATION

PART 1 – GENERAL

1.1 SUMMARY

- A. A single, State of California-licensed fabric shade structure contractor shall be responsible for the design, wet-stamped engineering drawings, permitting, fabrication, supply, and erection of the work specified herein, including foundations. The intent of this specification is to have only one shade contractor be responsible for all of the functions listed above.

1.2 SUBMITTALS

1.2.1 With Bid Submittals:

- A. Provide proof of existing reference sites with structures of similar project scope and scale, and engineered to the specified CBC requirements.
- B. Provide a minimum of 7 fabric samples to demonstrate fabric color range, and a digital (PDF) or paper document showing a minimum of 9 powder coat color choices. Also, provide a letter of authorization from the fabric manufacturer delineating authorized use of the specified fabric.

1.3 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for fabric shade structure(s) shown on the drawings in relation to the property survey and existing structures, and verify locations by field measurements prior to erection of the fabric shade structure(s).

1.4 WARRANTY

- A. A supplemental warranty from the manufacturer shall be provided for a period of 10 years (pro-rated) on fabric and 10 years on the structural integrity of the steel, from date of substantial completion.

PART 2 – PRODUCTS

2.1 GENERAL

- A. The structures shall consist of one (1) Hip Roof Shade Structure 40' x 40' with 15' maximum entry height. Structural columns shall be a minimum of 7" x 7" x 0.250" and one (1) alternate of a 50' x 40' Hip Roof Shade Structure with 15' maximum entry height. Structural columns shall be a minimum of 10.75" dia. x 0.250"
- B. The structures shall be manufactured by Shade Structures, Inc., d/b/a USA SHADE & Fabric Structures, or approved equal.

- C. The structure shall include the engineering drawings, fabric roof, steel cables, all fasteners, and erection of structure(s), including foundations.
- D. The fabric shade structure(s) shall conform to the current adopted version of the California Building Code.
- E. All fabric shade structures are designed and engineered to meet the minimum of 110mph Wind Load, Risk Category II, Exposure C, and Seismic (earthquake) Load based on Seismic Design Category D, Seismic Risk Category II, and a Live Load of 5psf. All fabric shade structures shall be engineered with a zero wind pass-through factor on the fabric.
- F. Steel:
 - 1. All steel members of the fabric shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications and the "American Iron and Steel Institute" (AISI) Specifications for Cold-Formed Members and manufactured in a IAS- (International Accreditation Service) accredited facility for Structural Steel Fabrication under CBC Section 1704.2.5.2.
 - 2. All connections shall have a maximum internal sleeving tolerance of .0625" using high-tensile strength steel sections with a minimum sleeve length of 6".
 - 3. All non-hollow structural steel members shall comply to ASTM A-36. All hollow structural steel members shall be cold-formed, high-strength steel and comply with ASTM A-500, Grade C. All steel plates shall comply with ASTM A-572, Grade 50. All galvanized steel tubing shall be triple-coated for rust protection using an in-line electroplating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.
- G. Bolts:
 - 1. All structural field connections of the shade structure shall be designed and made with high-strength bolted connections using ASTM A-325, Grade B or SAE J249, Grade 8.
 - 2. Where applicable, all stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washers for water-tight seal at the joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.
- H. Welding:
 - 1. All shop-welded connections of the fabric shade structure shall be designed and performed in strict accordance with the requirements of the "American Welding Society" (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the "pre-qualified" welded joints, where applicable and by certified welders.
 - 2. All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to the requirement of specified CBC requirements. Contractor shall be responsible for the cost of any welding inspection to be conducted, if required for any onsite welding conducted.

I. Powder Coating:

1. Galvanized steel tubing preparation prior to powder coating shall be executed in accordance with solvent cleaning SSPC-SP1. Solvents such as water, mineral spirits, xylol, and toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning, and prior to surface preparation, shall be executed according to Power Tool Cleaning SSPC-SP3, utilizing wire brushes, abrasive wheels, needle gun, etc.
2. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance with commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, and other foreign material.
3. Powder coating shall be sufficiently applied (minimum 3 mils thickness) and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests, as defined by the American Society of Testing Materials.
4. Raw powder used in the powder coat process shall have the following characteristics:
 - a. Specific gravity: 1.68 +/- 0.05
 - b. Theoretical coverage: 114 +/- 4ft²/mil
 - c. Mass loss during cure: <1%
 - d. Maximum storage temperature: 80°F
 - e. Interpon[®] 800 is a high-durability TGIC powder coating designed for exterior exposure. Tested against the most severe specifications, Interpon[®] 800 gives significantly improved gloss retention and resistance to color change.
5. Primer shall be applied in accordance with the manufacturer's specifications. Primer should be fused only and then top coated with the selected powder coat to ensure proper inter-coat adhesion.
 - a. The primer's attributes shall be:
 - a. Specific gravity (g/ml): 2.37
 - b. Coverage at 1.0 mil (ft²/lb): 81.6
 - c. Adhesion: ASTM D-3359 5B
 - d. Flexibility: ASTM D-552 Pass 1/8"
 - e. Pencil hardness: ASTM D-3363 H-2H
 - f. Impact resistance (in.lb): ASTM D-2794 Dir & Rev, 120 in-lbs
 - g. Salt spray resistance: ASTM B-117 2000 hours
 - h. Humidity resistance: ASTM D-4585 2000 hours
 - i. 60° Gloss: ASTM D-523 50 ~ 70
 - j. Cure schedule (metal temp): 10min @ 200°C (390°F)
25min @ 135°C (275°F)
 - k. Film thickness range (mils): 2.0 ~ 3.0

K. Tension Cable: Steel cable is determined based on calculated engineering loads.

1. For light and medium loads, 0.25" (nominal) galvanized 7x19 strand cable shall be used.

2. For heavy loads, and depending on structural size, either 0.375" (nominal) or 0.5" (nominal) galvanized 7x19 strand cable shall be used.

L. Fabric Roof Systems:

1. UV Shade Fabric:

a. Colourshade® FR UV shade fabric is made of a UV-stabilized, high-density polyethylene (HDPE), as manufactured by Multiknit® (Pty) Ltd. HDPE mesh shall be a heat-stentored, three bar Rachel-knitted, lockstitch fabric with one monofilament and two tape yarns to ensure that the material will not unravel if cut. Raw fabric rolls shall be 9.8425 feet wide.

b. Fabric Properties:

- ~ Life Expectancy: minimum 8 years with continuous exposure to the sun
- ~ Fading: minimum fading after 5 years (3 years for Red)
- ~ Fabric Mass: 5.31 oz/yd² ~ 5.6 oz/yd² (180gsm ~ 190gsm)
- ~ Fabric Width: 9.8425 feet (3m)
- ~ Roll Length: 164.04 feet (50m)
- ~ Roll Dimensions: 62.99 inches x 16.5354 inches (160cm x 42cm)
- ~ Roll Weight +/- 66 lbs (+/- 30kg)
- ~ Minimum Temp: -13°F (-25°C)
- ~ Maximum Temp: +176°F (80°C)

c. Fabric shall meet the following flame spread and fire propagation tests:

- 1) ASTM E-84
- 2) NFPA 701 Test Method 2
- 3) California's Office of the State Fire Marshal, Registered Flame Resistant Product

2. Stitching & Thread:

- a. All sewing seams are to be double-stitched.
- b. The thread shall be GORE® TENARA® mildew-resistant sewing thread, manufactured from 100% expanded PTFE (Teflon™). Thread shall meet or exceed the following:
 - 1) Flexible temperature range
 - 2) Very low shrinkage factor
 - 3) Extremely high strength, durable in outdoor climates
 - 4) Resists flex and abrasion of fabric
 - 5) Unaffected by cleaning agents, acid rain, mildew, salt water, and is unaffected by most industrial pollutants
 - 6) Treated for prolonged exposure to the sun
 - 7) Rot resistant

3. Shade and UV Factors:

a. Shade protection and UV screen protection factors shall be as follows:

b.

<u>Color</u>	<u>UV Block %</u>	<u>Shade %</u>
<u>Blue</u>	85%	80%~86%
<u>Green</u>	85%	79%~86%
<u>Red</u>	86%	80%~83%
<u>Tan</u>	92%	80%~84%
<u>Yellow</u>	89%	80%~82%

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The installation of fabric shade structures shall be performed by manufacturer or manufacturer-approved contractor, which shall be bonded and holding a current contractor's license with the State of California's Contractors State License Board. All installation personnel must have experience in the erection of tensioned fabric structures.
- B. The installation shall comply with the manufacturer's instructions for assembly, installation and erection, per approved drawings.
- C. Concrete:
 - 1. Unless noted otherwise for footings and piers by the Project Engineer, the concrete specification for footings and/or piers shall meet a minimum 3,000psi at 28-day strength.
 - 2. Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318-14.
 - 3. Concrete specifications shall comply in accordance with the CBC requirements, and shall be as follows:
 - a. 28 Days Strength $F'c = 3000$ psi
 - b. Aggregate: HR
 - c. Slump: 3 ~ 5 inch
 - d. Portland Cement shall conform to C-150
 - e. Aggregate shall conform to ASTM C-33
 - 4. All reinforcement shall conform to ASTM A-615 grade 60.
 - 5. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual and Manual of Standard Practice.
 - 6. Contractor shall be responsible for the cost of the concrete inspection, as applicable by the Building Department.
 - 7. Whenever daily ambient temperatures are below 80 degrees Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant.
- D. Foundations:
 - 1. All anchor bolts set in new concrete shall comply with ASTM F-1554 Grade 55 (Galvanized).
 - 2. All anchor bolts shall be Hot-Dip Galvanized.
 - 3. Footings and full rebar cages shall be drilled, set, and poured as per manufacturer's specifications. These shade structure is to have a minimum footing as per final approved manufacturer's engineered specifications and drawings as approved by the Building Department.

END OF PRE-ENGINEERED FABRIC SHADE STRUCTURE SPECIFICATION



USASHADE
& Fabric Structures.

Shade at Heber Water Treatment Plant

6/9/2020

Proposal Prepared For:

Heber Public Utility District

1078 Dogwood Road, Suite #103

Heber, CA 92249

AZ: 289388 CA: 989458 LA: 61718 NV: 78724

NM: 383826 TN: 68712 DIR: 1000003533



Date: 6/9/2020

Proposal for USA SHADE & Fabric Structures

Project Information:			Sales Information:		
Purchaser:	Heber Public Utility District	Contact:	Laura Fischer	Sales Rep:	Paul Publico
Project Name:	Shade at Water Treatment Plant	Phone:	760-482-2440	Phone:	619-616-8272
Quote No:		Email:	lfischer@heber.ca.gov	Email:	ppublico@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
Heber Public Utility District		SOUTHERN CALIFORNIA		HPUD	
1078 Dogwood Road, Suite #103		1085 N. Main Street, Suite C		1085 Ingram Ave	
Heber		Orange		Heber	
CA		CA		CA	
92249		92867		92249	
Contact:	Laura Fischer	Contact:	Paul Publico	Contact:	Laura Fischer
Phone	760-482-2440	Phone	619-616-8272	Phone	760-482-2440
Email:	lfischer@heber.ca.gov	Email:	ppublico@usa-shade.com	Email:	lfischer@heber.ca.gov
Fax:		Fax:		Fax:	

CORPORATE ADDRESS:
 2580 Esters Blvd., Suite 100
 DFW Airport, TX 75261

MAILING ADDRESS:
 P.O. Box 3467
 Coppell, TX 75019

REMITTANCE ADDRESS:
 P.O. Box 734158
 Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
 Orange, CA 92867

NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A
 Napa, CA 94558

ARIZONA:

2452 W. Birchwood Ave, Suite 112
 Mesa, AZ 85202

LAS VEGAS:

6225 S. Valley View Blvd., Suite I
 Las Vegas, NV 89118

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Structure Pricing

Base Bid 40' X 40'

UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	One	Foundations By	USA Shade
	Unit Type:	Hip Structure	Grout Installation	USA Shade
	Structure Size:	40' X 40'	Footing Type:	Drilled Pier
	USA Shade Model Number		Base Attachment:	PIH - Embed
	Entry Height:	15' max	Anchor Bolts:	Not Included
	No of Columns:	Four	Concrete Cutting:	Included
	No of Fabric Tops:	One	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Dirt
	Fabric Color:	TBD	NOTES	
	Steel Finish:	Powder Coated	Base Bid. 40' X 40' Hip Structure with a 15' entry height maximum. Excluding soils report, permmtng and any concrete testing/inspections.	
Steel Color:	TBD			
Electrical Provisions:	N/A			
Cable/HDW Finish:	Galvanized			
PRICE	Concept No:			
\$43,500.00				

Alt. Super Span 50' X 40'

UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	One	Foundations By	USA Shade
	Unit Type:	Super Span	Grout Installation	USA Shade
	Structure Size:	50' X 40'	Footing Type:	Drilled Pier
	USA Shade Model Number		Base Attachment:	PIH - Embed
	Entry Height:	15' max	Anchor Bolts:	Not Included
	No of Columns:	4	Concrete Cutting:	Included
	No of Fabric Tops:	1	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Dirt
	Fabric Color:	TBD	NOTES	
	Steel Finish:	Powder Coated	Alternate bid, 50' X 40' Super Span structure with a 15' entry height maximum. Excluding soils report, permitting and any concrete testing/inspections.	
Steel Color:	TBD			
Electrical Provisions:	N/A			
Cable/HDW Finish:	Galvanized			
PRICE	Concept No:			
\$83,500.00				



ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
	Intentionally Left Blank		
TOTAL FOR ACCESS/MISC ITEMS:			\$0.00

PRICING TOTALS:	
Unit Total	Included
Accessories/Miscellaneous	Included
Shipping/Handling	Included
SUBTOTAL	Included
Sales Tax (7.75%)	Included
Engineering	Included
Installation	Included
TOTAL PRICE	See above

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	50%
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	50%
(4) Other (specify):	
NOTES:	
50% Deposit OR Purchase Order to begin engineering/manufacturing.	

USA SHADE 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. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	CBC 2019	
Wind Load	115 mph	
Snow Load	5 psf	
Drawing Size	24 X 36	
No. of Sealed Drawings	3	
Calculations Required	Yes	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soils report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete testing and inspections.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees



Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on 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 foundations, 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 construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes 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.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.



- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.



- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.



General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 100003533



16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
 - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
 - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
 - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
 - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
 - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and inure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:

Heber Public Utility District

SELLER:

USA SHADE & Fabric Structures

Signature: _____

By: (Print) _____

Title: _____

Date: _____

Signature: *Paul Publico*

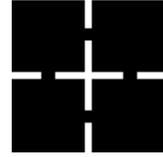
By: (Print) Paul Publico

Title: Regional Sales Manager

Date: 06/9/20

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.

The Holt Group, Inc.
Engineering Department



■ Municipal Design ■ Infrastructure Engineering ■ Construction Management ■

June 16, 2020

Ms. Laura Fischer
General Manager
Heber Public Utility District
1078 Dogwood Road, Suite 103
Heber CA, 92249

RE: Heber Public Utility District – Shade Structure at Water Treatment Plant
THG No. 744.001
Bid Document Review

Dear Ms. Fischer,

The Holt Group, Inc. has reviewed the construction bids for the Heber Public Utility District Shade Structure at Water Treatment Plant (Project). There was only one (1) bid submitted from the various known prospective bidders. Attached is The Holt Group's Evaluation of Bid Conformance that includes the bid amounts.

The one and only bidder was Shade Structures, Inc. dba USA SHADE & Fabric Structures (Shade Structures) base bid amount of \$83,500.00 for a 50-ft by 40-ft structure. The alternate bid amount of \$43,500.00 for a 40-ft by 40-ft structure. The Holt Group's review found Shade Structures' bid to include all required bid information and are deemed to be the lowest, responsive and responsible bidder.

An item of note, the pricing for the base bid is deemed to be rather high at an area unit price of \$41.75 per square foot, while the pricing for the alternate bid is deemed to be reasonable at an area unit price of \$27.19 per square foot.

The Holt Group, Inc. recommends for Heber Public Utility District to consider award of the alternate bid of the Project to Shade Structures.

Please feel free to contact me with any questions or concerns.

Respectfully,

Juny Marmolejo
Juny Marmolejo
Project Engineer

Cc: James G. "Jack" Holt, PE, The Holt Group, Inc. - Principal Engineer
Amy Seeley, The Holt Group, Inc. - Administrative Assistant

Heber Public Utility District - Shade Project at Water Treatment Plant

	USA SHADE	NO OTHER BIDS
Forms Reviewed - Reviewed 6/16/2020		
Proposal Forms Sheet 1 and 2 Completed	Yes	
Bid Schedule Completed	Yes	
Submittal of Bid Bond	Yes	
Addendum Acknowledgement	Yes	
Subcontractor Good Standing of Contractor License in CA	NA	
Submittal of Tabulation of Major Material Suppliers	NA	
Experience Statement	Yes	
Submittal of Certification of Non-Segregated Facilities	Yes	
Submittal of Contractor's Certification of Prevailing Wage Requirements	Yes	
Submittal of Contractor's Certificate of Worker's Compensation	Yes	
Submittal of Non Collusion Affidavit	Yes	
Debarment and Suspension Certification	Not on Debarment List	
General Contractor Good Standing o DIR in CA	Yes	
General Contractor Good Standing of Contractor License in CA	Yes	
Conformance of Proposal Forms Submittal	GOOD	