

AGREEMENT BETWEEN THE CITY OF SANTA ANA AND SHADE STRUCTURES, INC., DBA SHADE & FABRIC STRUCTURES FOR PURCHASE AND INSTALLATION OF A SHADE STRUCTURE AT THE NEWHOPE LIBRARY

THIS AGREEMENT is made and entered into this 17th day of September 2024 by and between Shade Structures, Inc., a Texas corporation dba USA Shade & Fabric Structures (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The City desires to retain a contractor having special skill and knowledge in the design, procurement, and installation of shade structures for the City’s Newhope Library (“Project”).
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. Contractor has full access to the material and special pricing under Sourcewell Contract No. 010521-LTS-6 (“Cooperative Contract”).
- D. The City is a member of Sourcewell (Member ID No. 1888) and is authorized to use the Cooperative Contract for public works procurements, including the materials and services required for the Project.
- E. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

- a. Contractor shall perform the tasks and obligations including all labor, materials, tools, 12k reach fork and skid steer, and work required to fully and adequately complete the services described and set forth in Contractor’s Proposal – **Exhibit A**, attached hereto and incorporated by reference.
- b. Contractor is not responsible for crane services, drill rigs, land surveying, field measurements, layout, confirmation of final location, above and below ground utilities, sprinklers/irrigation systems, caulking, sealants, joint checks, traffic control plans, flagging, permits, or a Storm Water Pollution Prevention Plan.
- c. The Project shall be deemed complete upon its acceptance by the City’s Executive

Director of Public Works or their designated representative, which acceptance shall not be unreasonably withheld.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit A**. The total amount to be expended during the term of this Agreement shall not exceed Sixty-Eight Thousand, Three Hundred Forty-One Dollars and Zero Cents (\$68,341). This sum is comprised of (1) a base fee of \$62,127.86 and (2) a contingency in the amount of \$6,213.14 for additional services at the City's sole discretion.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Contractor agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Contractor agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Contractor's account(s) with financial institutions.
- c. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may be reasonably expected by the City

3. TERM

This Agreement shall commence on the date first written above and terminate on December 31, 2025. The City shall have the option to renew this Agreement for up to one (1) additional one-year term, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 17, below.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an

independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for the design drawings (“Documents & Data”) provided by Contractor to the City. Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

7. BONDING REQUIREMENTS

Prior to the issuance of a building permit for the Project, the Contractor shall provide the City bonds by a corporate surety duly authorized to transact business in the State of California as follows:

a. A performance bond in the form set forth in California Government Code, Section 66499.1, the Subdivision Map Act of the State of California in an amount equal to 100% of the amount set forth in Section 2 of this Agreement, which amounts to Sixty-Eight Thousand, Three Hundred Forty-One Dollars and Zero Cents (**\$68,341**); and

b. A defective materials and workmanship bond in the form set forth in California Government Code, Section 66499.3, the Subdivision Map Act of the State of California in an amount equal to 10% of the amount set forth in Section 2 of this Agreement, which amounts to Six Thousand, Eight Hundred Thirty-Four Dollars and Ten Cents (**\$6,834.10**).

8. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall procure and maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below for the duration of this Agreement:

a. Minimum Scope and Limit of Insurance

- (1) **Commercial General Liability (CGL).** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Automobile Liability.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (3) **Workers’ Compensation.** As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (4) **Broader Coverage.** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

- (1) **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
- (2) **Primary Coverage.** For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- (3) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

- (4) **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (5) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (6) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- (7) **Verification of Coverage.** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (8) **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
- (9) **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or

equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

10. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

11. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

12. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any

information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

13. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

14. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: City Clerk
 City of Santa Ana
 20 Civic Center Plaza (M-30)
 P.O. Box 1988
 Santa Ana, CA 92702-1988

With courtesy copies to:

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

Executive Director
Library Services
City of Santa Ana
26 Civic Center Plaza (M-75)
Santa Ana, CA 92701

To Contractor: Shade Structure, Inc., dba USA Shade & Fabric Structures
Attn: Rob Blakley, Senior Vice President
PO Box 3467
Coppel, Texas 75019

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

15. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, or delegate any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. TERMINATION

Either party may terminate this Agreement in a signed writing if the other party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's written notice or such longer time as the non-breaching party may specify in the notice. In the event of such termination, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor

prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date pursuant to the mutually agreed upon schedule, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

19. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

20. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

21. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

22. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

Alvaro Nuñez
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR

By: 
Brandon Salvatierra
Deputy City Attorney


Rob Blakley
Senior Vice President

RECOMMENDED FOR APPROVAL

Nabil Saba
Digitally signed by Nabil Saba
Date: 2024.08.29 14:27:50 -07'00'

Nabil Saba, P.E.
Executive Director
Public Works Agency



Brian Sternberg (Aug 21, 2024 15:03 PDT)

Brian Sternberg
Executive Director
Library Services

EXHIBIT A



USASHADE
& Fabric Structures.

Newhope Library

11/21/2023

**Priced per USA SHADE-PlayPower, Inc. Sourcewell Contract
#010521-LTS-6**

Proposal Prepared For:
City of Santa Ana - Library
26 Civic Center Plaza
Snata Ana, CA 92701

AZ: 289388 CA: 989458 LA: 61718 NV:78724
NM: 383826 TN: 68712 DIR: 1000003533

www.usa-shade.com

| 800-966-5005



Date: 11/21/2023

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	City of Santa Ana - Library	Contact:	Maria Castro	Sales Rep:	Patti Abrecht
Project Name:	Newhope Library	Phone:	(714) 647-5269	Phone:	(949) 466-4592
Quote No:	CA0623PA06712	Email:	mcastro5@santa-ana.org	Email:	patti.abrecht@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
City of Santa Ana - Library		SOUTHERN CALIFORNIA		Newhope Library	
26 Civic Center Plaza		1085 N Main, Suite C		122 N Newhope St	
Santa Ana		Orange		Santa Ana	
CA		CA		CA	
92701		92867		92703	
Contact:	Maria Castro	Contact:	Operations	Contact:	Cody Roth
Phone	(714) 647-5269	Phone	(714) 427-6981	Phone	(949) 497-9000
Email:	mcastro5@santa-ana.org	Email:		Email:	croth@griffinstructures.com
Fax:	0	Fax:		Fax:	0

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

MAILING ADDRESS:
 P.O. Box 3467
 Coppel, 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

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.



Structure Pricing

Structure 1				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Full Hip Cantilever	Grout Installation	USA Shade
	Structure Size:	20x30	Footing Type:	Drilled Pier
	USA Shade Model Number	202.5	Base Attachment:	Recessed Base Plate
	Entry Height:	10	Anchor Bolts:	Included
	No of Columns:	2	Concrete Cutting:	N/A
	No of Fabric Tops:	1	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Dirt
	Fabric Color:	TBD from standard	NOTES Foundation layout to be provided by others confirming final location and top of foundation elevations.	
	Steel Finish:	Coastal Primer w/ Powder Coating		
	Steel Color:	TBD from standard		
	Electrical Provisions:	N/A		
Cable/HDW Finish:	Galvanized			
Concept No:	CON-MAY-034-23			
PRICE				
TURNKEY SEE BELOW				

SOURCEWELL PRICING					
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	UNIT	TOTAL
1	FULL CANTI HIP SINGLE 202.5	FULL CANTI HIP SINGLE (Joined)	\$17,195.00	EACH	\$17,195.00
1		Add Colourshade Fabric	\$164.00	EACH	\$164.00
1		Add Coastal Primer	\$1,128.00	EACH	\$1,128.00
1		Anchor Bolts	\$677.00	EACH	\$677.00
1		Shipping and Handling	\$8,500.00	LTG	\$8,500.00
			Taxable Subtotal		\$27,664.00
		Sales Tax	7.75%		\$2,143.96
1		Equipment Installation	\$16,289.40	EACH	\$16,289.40
2		Site Preparation	\$2,500.00	PER DAY	\$5,000.00
2		Planning & Design Services	\$1,750.00	PER DAY	\$3,500.00
1		Stamped Engineering Drawings	\$7,500.00	EACH	\$7,500.00
1		Bonding	\$1,750.00	EACH	\$1,750.00
		SUB-TOTAL			\$63,847.36
		<i>List Less 10% Discount</i>			<i>-\$1,719.50</i>
		TURNKEY/INSTALLED			
				TOTAL	\$62,127.86

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	CBC2022	All Pricing, Terms and Conditions per USA SHADE-PlayPower, Inc. Sourcewell Contract 010521-LTS-6
Wind Load	115 mph	
Snow Load	5 psf	
Drawing Size	Electronic	
No. of Sealed Drawings	1	
Calculations Required	On File	

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Submittal (dimensioned site plan, copy of master permit/plans with reference title page for plan submittal and all site specific reference code annalysis provided by others)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee		<input checked="" type="checkbox"/>	Temporary Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water and Electrical
<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

Crane: should a crane be required and direct access not available, additional costs will incur by way of a Change Order

Revised Foundations: pricing based on standard drilled pier foundations; if existing site conditions and/or constraints require revised foundations (i.e. spread footing), additional costs will incur by way of a Change Order

Undergrounds: existing underground utilities, irrigation, etc. to be relocated/capped by others – USA Shade will provide Dig Alert only

Agreement_USA Shade - PlayPower Inc (2024) _FINAL_8.19.24_updated

Final Audit Report

2024-08-21

Created:	2024-08-21
By:	Dylan Dario (ddario@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASgqkzARbVCnKyusxSUyqmxXdK2bKbHx4

"Agreement_USA Shade - PlayPower Inc (2024)_FINAL_8.19.24_updated" History

-  Document created by Dylan Dario (ddario@santa-ana.org)
2024-08-21 - 9:53:13 PM GMT
-  Document emailed to Brian Sternberg (bsternberg@santa-ana.org) for signature
2024-08-21 - 9:53:20 PM GMT
-  Email viewed by Brian Sternberg (bsternberg@santa-ana.org)
2024-08-21 - 10:03:11 PM GMT
-  Document e-signed by Brian Sternberg (bsternberg@santa-ana.org)
Signature Date: 2024-08-21 - 10:03:28 PM GMT - Time Source: server
-  Agreement completed.
2024-08-21 - 10:03:28 PM GMT