



16215 Piuma Avenue Cerritos, California, USA 90703-1528
Phone (562) 402-8335 Fax (562) 924-2233
Toll-Free U.S. Phone (800) 422-6827
California State Contractors License 211771
LA Approved Fabricators License FB01716
Hawaii Contractors License Board #C 33409, C-44b
Washington Contractors License #EIDE111893QW
Arizona State Contractors License: Commercial 133892 Class L-3
Arizona State Contractors License: Residential 133893 Class C-3
Calif. Public Works – Eide Industries Registration #1000001648
Calif. Public Works – Tension Structures Registration #1000003504
Calif. Public Works – Resort Cabanas Registration #1000003501
Nevada State Contractors License 68052B-5 Pre-Fabricated Steel Structures (Limit \$1,000,000)
Nevada State Contractors License 68053 C14H Awnings & Louvers (Limit \$1,000,000)

9 August 2022

PROPOSAL: REV. A

Sold To: Teach Public Schools
Attn: Matt Brown
10000 South Western Avenue
Los Angeles, CA 90047
Phone: 323 872-0808
E-mail: mbrown@teachps.org

Install: Teach Academy of Technologies
Attn:
10000 South Western Avenue
Los Angeles, CA 90047
Phone:
Web site:

SCOPE OF WORK

Eide Industries, Inc. to provide labor and materials to furnish the following:

PRODUCT DESCRIPTION AND SIZE

Shade Canopy, 37'-0" x 58'-0" with 10'-0" High Legs – Not DSA Approved

INCLUDED IN SCOPE OF WORK

PRODUCT DEVELOPMENT AND ENGINEERING

1. Product and development
2. Calculations for Concrete Caissons
3. Engineering Calculations; (Stamped by a California licensed P.E.) (110 mph, CBC 2010, Exposure "C")
4. Fabrication Shop Drawings
5. General manufacturing will begin upon receipt of customer approved drawings and layouts

Engineering fees do not include the cost of performing or providing Structural Observation Reports. The cost of performing and/or providing Structural Observation Reports will be billed at cost plus 15%.

PRODUCT AND MANUFACTURING

1. Labor & Materials to fabricate steel frame
2. Frame Finish: Sandblast, primer and powder coat
 - a. Commercial blast clean surface
 - b. Apply primer and polyester powder coat
 - c. Color: Black, White or Bronze
3. Labor & Materials to fabricate fabric cover– Fabric: Ferrari 502
 - a. Fabric Manufacturer's limited warranty
 - b. Fabric flame retardant certification for NFPA 701 and ASTM E-84 Class A
 - c. Fabric Color: TBD
4. Frame assembly hardware
5. Anchor bolts and templates for base plate (Concrete Caissons by Customer)
6. Product assembly (If installed by Eide Industries, Inc.)
7. One (1) year limited warranty for labor

Initial _____

PERMITS, FEES, REPORTS

1. Permit acquisition service, actual permits costs, plan check review

CONTRACTUAL

1. Delivery to Site
2. Sales Tax
3. Named Additionally Insured
4. City Business License
5. Assembly Instructions
6. Close-out Processing
7. Exhibit “A” Limits of Liability
8. Exhibit “B” Customer Acceptance And Agreements

JOB SITE AND INSTALLATION

1. Jobsite field measurements
2. Installation service (One Mobilization)
3. Removal of Eide Industries, Inc.’s produced dirt or debris
4. One year limited warranty on Eide Industries, Inc.’s installation services
5. All hoisting, access and lift equipment as required for Eide Industries, Inc. work
6. Base plate attachment onto existing Concrete Caissons (Concrete Caissons by Eide)
7. Non-shrink grout under column base plates
8. Use of PPE (hardhat, work boots, eye protection & gloves) as required
9. One (1) 10-hour OSHA trained Eide Industries, Inc. employee at the project site during our scope of work
10. 6-ft Fall Protection included and as required for installers
11. Attendance in all mandatory weekly safety meeting conducted during Eide Industries, Inc.’s jobsite installation
12. Product Assembly (if installed by Eide Industries, Inc.)
13. Customer to provide clear, unobstructed job site and work area access.

SCHEDULE OF WORK

TASK	WEEKS
▪ Order Processed	1 week after Receipt of Signed Proposal
▪ Product Drawings	2 weeks
▪ Engineering Calculations	3 weeks after Receipt of Approved Drawings
▪ Concrete Caissons	2 week after Approved Drawings & Engineering Calculations
▪ Frame Manufacturing	4 weeks after Concrete Caissons are Poured
▪ Cover Manufacturing	4 weeks after Concrete Caissons are Poured
▪ Installation	2 weeks after All Manufacturing is Complete

SCHEDULE OF WORK NOTATION

1. Stated manufacturing lead-times are approximate and based on standard shop capacity.
2. Job specific lead times will be determined at the time of receipt of Customer: Contract, Purchase Order, Deposit, and/or Notice to Proceed
3. Product Submittals include one (1) iteration. Additional iterations and/or submittals will result in additional costs to the Customer.
4. Field Measurements cannot be taken until the site is ready.
5. Customer responsible for determining location of structure. Eide Industries, Inc. is not responsible for modifications due to customer changes at job site.

Initial _____

SPECIFIC EXCLUSIONS

CONTRACTUAL

1. Liquidated damages
2. Performance, surety or other bonds
3. Owner Controlled Insurance Policy (OCIP)
4. Contractors Controlled Insurance Policy (CCIP)
5. Project Labor Agreement (PLA)
6. Apprentice program
7. Certified payroll
8. Special safety program certification

PRICING

1. Product mock-up, prototype or first article
2. Cost for use of customer supplied Payment or Project Management System
3. Prevailing wage, Union wage or Union labor
4. Responsibility for customer-required additional travel to/from site or other travel
5. Use Tax, Federal Tax, Discretionary Sales Surtax, import or export duties, fees or assessments
6. Sales Tax increases implemented after execution of contract but prior to completion of work or project
7. Maintenance kit

PRODUCT DEVELOPMENT AND ENGINEERING

1. Costs associated with engineering redesign requirements
2. Engineering of existing conditions
3. Design drawings in excess of one iteration
4. Engineering calculations in excess of one iteration

PERMITS, FEES, REPORTS

1. Inspections or inspector fees required for customer municipality, city, state, federal or other body
2. Soil(s) testing and reports

PRODUCT AND MANUFACTURING

1. Architecturally Exposed Structural Steel (AESS) finish category 3 or 4 compliance (welds contoured and blended)
2. Fabric certifications and/or test reports
3. Plumbing, sprinklers, heaters and/or fire suppression systems
4. Drywell, gutters, and/or downspouts.
5. Hand holes and electrical access in frame
6. Lights, mounting plates for lights, fans or other accessories
7. Rain diverters, scuppers, drains or downspouts
8. Premium or Custom color match frame finish
9. Two-part or three-part epoxy paint or Tnemec paint finish
10. Product maintenance or service
11. Fabric certifications and/or test reports

JOB SITE INSTALLATION

1. Special Safety Program Certification
2. Building related permissions, street access, installation or governmental fees
3. Concrete caissons, foundation or other concrete work or finishing
4. Electrical wiring and final connection
5. Removal of existing products or debris
6. Backing, Blocking, Painting, Patching or Touch Up of Building or Repairs to Existing Conditions
7. Field Welding
8. Traffic control, street closure, street closure permits or flagman
9. Gutter
10. Traffic control, street closure, street closure permit or flagman

Initial _____

SCHEDULE

Price per Scope of Work section

\$ 216,520.00

TERMS & CONDITIONS

- Deposit Due at time of Order
- Payment Due Upon Completion of Manufacturing
- Balance Due Upon Substantial Completion of Installation
- An interest charge of 1.5% per month will apply to all late payments.
- This Quotation is valid for 30 days.

Thank you for this opportunity to submit pricing for your project. Please call if you have any questions.

Eide Industries, Inc.
Don Araiza, President

8/10/2022

Date

ALL PAGES OF THIS PROPOSAL MUST BE SIGNED AND/OR INITIAL WHERE REQUIRED

**EXHIBIT “A”
LIMITS OF LIABILITY**

MANUFACTURER’S INSPECTIONS

The materials used by Eide Industries, Inc. to manufacture its products are known to be First Quality material goods. All value added labor performed by Eide Industries, Inc. has been inspected by Eide Industries, Inc. unless otherwise specified. Eide Industries, Inc. does not inspect roll goods or other products requiring no manufacturing. Eide Industries, Inc. is not responsible for the quality of Customer Furnished Materials (CFM) received or other materials not provided by Eide Industries, Inc.

CUSTOMER’S INSPECTION

Customers are advised to inspect all products received from Eide Industries, Inc. to insure accuracy. Eide Industries, Inc. guarantees its products to be dimensionally accurate and in conformance with customer approved and/or customer supplied plans and drawings.

LIMITS OF LIABILITY / WARRANTY

Eide Industries, Inc. is responsible for manufacturing products in a manner conforming to customer approved dimensional accuracy, customer approved materials selection and for manufacturing products to Industry Standards. All value added manufacturing labor, materials, installation, freight or other efforts performed by anyone other than Eide Industries, Inc. is the sole responsibility of that person, company, or organization. If a product supplied by Eide Industries, Inc. is found to contain a manufacturing defect, Eide Industries, Inc. will repair or replace only the parts found to be defective. Eide Industries, Inc. is not responsible for any consequential damages incurred or to be incurred in connection with any products sold, including but not limited to the cost of labor, the loss of productivity, delay damages, management time, capital costs, materials, installation, freight, or any other costs incurred or to be incurred, without limitation. The purchaser of Eide Industries, Inc.’s material recognizes and understands that the obligation of Eide Industries, Inc. is to repair or replace only the parts found to be defective and is the sole remedy arising out of this Agreement.

Eide Industries, Inc. warrants its products for a period of one (1) year from the date of original product manufacture. Certain fabrics, materials, and other components used in the fabrication of Eide Industries, Inc.’s products may carry warranties and prorated warranties of differing lengths provided by their manufacturer(s). In all cases, Eide Industries, Inc. warranties do not exceed one (1) year from the date of original product manufacture. Eide Industries, Inc.’s warranties specifically exclude product damage or personal injury due to neglect, improper use, improper installation by others, improper maintenance and for damage or injury due to acts of nature or abuse.

EIDE INDUSTRIES, INC.

Copyright: January 2016

Eide Industries, Inc. • 16215 Piuma Avenue • Cerritos, CA 90703-1528
Ph. 562-402-8335 • Fax 562-924-2233 • www.eideindustries.com

ALL PAGES OF THIS PROPOSAL MUST BE SIGNED AND/OR INITIALED WHERE REQUIRED

Initial _____

EXHIBIT “B” CUSTOMER ACCEPTANCE AND AGREEMENTS

ACCEPTANCE OF PRICE AND TERMS

I accept the terms & conditions set forth in this proposal and authorize Eide Industries, Inc. to proceed with the scope of work stated above, as well as to the work specified in any and all referenced drawings. In the event of a customer cancellation, the customer is responsible for all materials, administrative and manufacturing work performed, and all associated costs incurred up to the date of cancellation of this order; or 10% of the original contract, whichever is greater. There may also be additional minimum charges for each change order initiated by the customer that requires additional administrative and/or manufacturing effort, and/or a change in the scope of the original contracted work.

Customer Initial _____

ACCEPTANCE OF PERMIT REQUIREMENT

Permits are the responsibility of Eide Industries, Inc. unless specifically excluded from the scope of work. If Eide Industries, Inc. is instructed to proceed with this order prior to or without acquisition of permits (either by Eide Industries, Inc. or by the customer), the customer will take full responsibility in the event of a stop work order issued by local government agencies and/or any other cost impact directly resulting from having not acquired permits.

Customer Initial _____

AGREEMENT OF EXCLUDED ITEMS

Only those products and services specifically stated in this proposal’s **Included in Scope of Work** section are included. All other products and services are excluded from this proposal. (Reference [Eide Industries, Inc. Exclusions](#) link (<http://www.eideindustries.com/wp-content/uploads/eide-exclusions.pdf>))

Customer Initial _____

AGREEMENT OF WARRANTY

All products and services are subject to Eide Industries, Inc. Limits and Liabilities. (Reference [Eide Industries, Inc. Limits of Liability](#) link (<http://www.eideindustries.com/wp-content/uploads/eide-liability.pdf>))

Customer Initial _____

CUSTOMER ACCEPTANCE

This Proposal represents the entire and integrated understanding between the parties and supersedes all prior negotiations or representations, either written or oral, between them. This Proposal may be amended or modified only by a written Amendment or Change Order, duly executed by Eide Industries, Inc. and the Customer.

Customer’s Name (print or type)

Customer's Signature

Date

CUSTOMER PAYMENT AUTHORIZATION

Visa/MasterCard or AmEx # _____ exp. _____ Amount \$ _____

Name & Address of Cardholder: _____

ALL PAGES OF THIS PROPOSAL MUST BE SIGNED AND/OR INITIALED WHERE REQUIRED

Initial _____