



To: City of Laredo

Date: January 19th, 2024

Proposal No. SAM23-03031-120

Sheet 1 of 5

Attention: Evelyn Lopez

Project: Replacement Proposal

Location: Laredo, TX

Base Proposal Price

Birdair, Inc. proposes to replace, in-kind, the PVC mesh roof and support cables for the City of Laredo Inner City Park Pool, located in Laredo, TX, for the following base proposal price. The roof was originally built by Birdair in 2003.

Our base proposal price is:

Four Hundred, Twenty-Four Thousand, Six Hundred US Dollars
\$424,600.00 US

Deductive Alternate # 1 – Re-use Cables, Clamps and Weldments

Birdair, Inc. has included new cables, clamps and steel plate weldments for PVC corner clamping in the base proposal price. To include re-use of the cables, clamps and weldments, please **DEDUCT** the following amount from the base proposal price. Validity of the deductive alternate shall be determined by a Birdair site visit to confirm that these components can be re-used.

Our deductive alternate # 1 price is:

Sixty-Eight Thousand, Four Hundred US Dollars **\$68,400.00 US**

This proposal is valid for thirty (30) days and is based upon the Terms and Conditions on Page 2.

Accepted: _____ By: _____

By: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



TERMS AND CONDITIONS

WORK WEEK: Birdair, Inc. will supply labor for the Work on a regular 40-hour week without any overtime. If the Customer requires overtime, Birdair, Inc. will be reimbursed, plus an adjustment for loss of productivity.

DRAWINGS: Birdair, Inc. will supply drawings, samples and technical data as appropriate for the Work described on the cover page. Such items will be supplied upon Customer's request and within a reasonable time Birdair, Inc. may inscribe a legend on the cover page of these items indicating their confidential or proprietary nature, and will restrict the publication and dissemination of such material to its employees who have a need to know of their contents.

GUARANTEE: Birdair, Inc. will repair or replace materials furnished hereunder which are not in accordance with the specifications described on the cover page and will correct labor supplied which is not performed in a workmanlike manner, provided that Customer gives written notice to Birdair, Inc. of such items within one year from the date of Birdair, Inc.'s substantial completion of its Work. **BIRDAIR, INC.'S LIABILITY IS LIMITED TO THE FOREGOING AND BIRDAIR, INC. SHALL NOT IN ANY CASE BE LIABLE OTHERWISE, NOR SHALL BIRDAIR, INC. BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE.**

INSURANCE: Birdair, Inc. will supply workman's compensation coverage in the forms and amounts required by the applicable statutes of the state in which the Work is performed. In addition, Birdair, Inc. will furnish comprehensive automobile liability and comprehensive general liability insurance protecting against bodily injury, liability, and property damage liability with policy limits of \$1,000,000 per person and \$1,000,000 per occurrence.

BONDS: Bonds are not included in this proposal unless otherwise noted on the cover page. Any extended warranties provided by Birdair, Inc. for workmanship or materials shall be the obligation of Birdair, Inc. and are excluded from coverage under any Performance and Payment Bond.

INDEMNITY: Birdair, Inc. will indemnify and hold harmless Customer from loss or damage to persons or property arising directly from Birdair, Inc.'s performance of the Work and caused solely by the negligent acts of Birdair, Inc. and its employees.

PROTECTION OF WORK: Birdair, Inc. will protect the Work of portions thereof from the time the Work, or portions of it, is released to Birdair, Inc. until the time Birdair, Inc. releases the same back to the Customer or other trades. During such time, Birdair, Inc. will not be responsible for loss or damage caused by other persons or not reasonably to be expected in the custom and practice of Birdair, Inc.'s trade.

CLEANUP: Birdair, Inc. will remove refuse and debris caused by its operations in accordance with the custom and practice of Birdair, Inc.'s trade. If Customer desires additional cleanup, it may request Birdair, Inc. to perform the same and an additional charge will be made. Customer may perform cleanup on Birdair, Inc.'s behalf only if Birdair, Inc. has agreed to the same in writing beforehand.

STORAGE: Customer will provide, without cost to Birdair, Inc., sufficient storage space which is fully protective of materials and equipment furnished for the Work at and convenient to the place of application of the Work.

FACILITIES: Customer will provide, without cost to Birdair, Inc., light, heat, power, and water which are required for the performance of the Work in the custom and practice of Birdair, Inc.'s trade.

TAXES: Customer will pay for any and all taxes and duties which are now or may be imposed on the Work by any local, state or federal taxing authority, law, ordinance, rule or regulation, unless otherwise noted on the cover page.

FEES: Any and all costs for permit fees, royalties and licensing requirements are not included.

PAYMENTS: For Work commenced and completed in any one calendar month, Customer will pay the contract price in full in cash upon completion of the Work. Otherwise, Customer will pay the price in cash, in progress payments, on the 10th day of the month following submission by Birdair, Inc. of a Statement of Work performed in accordance with Birdair, Inc.'s schedule of values. Birdair, Inc. will be entitled to include labor expended during the period and materials stored at its factory or stored at the job site, or at nearby storage facilities prior to their installation in the evaluation of Work performed.

APPROVAL: This proposal offers to the Customer the terms and conditions upon which Birdair, Inc. will perform the Work described on the cover page. This proposal may be changed at any time prior to acceptance by written notice to the Customer, and will be deemed to be withdrawn if not accepted by the Customer by acceptance appearing on the cover page.

AGREEMENT: If Customer signs this Proposal, or otherwise indicates its consent, then this Proposal will represent the entire agreement of the parties with regard to all of the details of performance and payment of the Work. If Customer subsequently requests Birdair, Inc. to sign its own form of contract, this Proposal will be deemed to be part of the contract and will govern any other conflicting term of that contract, unless this Proposal is expressly excluded by the parties.

CHANGES AND EXTRAS: The Work may be changed by "Field Order," Change Order," "Extra Work Order," or otherwise authorized by the Customer or his agents. Such changes may include changes in scope, method, scheduling or other performance requirements. In such event, the contract price and the completion date will be equitably adjusted. Birdair, Inc. will notify Customer of such changes within a reasonable time after discovery.

SUSPENSION: The Customer may order Birdair, Inc. in writing, or otherwise, to suspend, delay or interrupt all or any part of the project schedule for such period of time as it may determine for its convenience. If the performance of all or any part of the Work is suspended, delayed or interrupted by an act of the Customer or its agents, or by its failure to act within the time contemplated (or if no time is specified within a reasonable time), an adjustment in price shall be made for any increase in the cost of performance of the Work caused by such event, extended accordingly. Birdair, Inc. will submit its claim for such cost increases or extensions of time within a reasonable time after receipt of the order to suspend, delay or interrupt, or after it becomes aware of the Customer's act or failure to act, whichever occurs later.

BIRDAIR, INC. SUPPLIED PROPERTY: Whenever the Customer, its employees, contractors and subcontractors, other than Birdair, Inc., use ladders, scaffolding, tools, vehicles, equipment or property of any kind either owned or rented by Birdair, Inc., Customer shall indemnify and hold Birdair, Inc. harmless from any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind arising out of or connected with the use of such ladders, scaffolding, tools, vehicles, equipment or property provided; however, the Customer shall not be so obliged to indemnify and hold Birdair, Inc. harmless in the event the claim, demand, damage, cause of action or suit is caused solely by Birdair, Inc.'s active negligence.

CUSTOMER-SUPPLIED PROPERTY: If the Work described on the cover page requires Customer to supply materials, equipment or other property, Customer warrants that such items shall be fit for the use for which they were intended. If such items do not so conform, Birdair, Inc. will notify the Customer within a reasonable time after it has notice of the non-conformance and may request additional compensation under the clause entitled "Changes and Extras" for any increase in the cost of performance which results from the non-conformance.

DIFFERING SITE CONDITIONS: If Birdair, Inc. encounters sub-surface or latent physical conditions at the site differing materially from those indicated in the bid documents, or unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered by Birdair, Inc.'s trade, Birdair, Inc. will promptly notify the Customer. If such conditions cause an increase or decrease in the cost of, or the time required for, performance of any part of the Work, an equitable adjustment in price will be made and the contract time modified accordingly.

FORCE MAJEURE: Birdair, Inc. shall not be deemed in default, nor be liable for damages for any failure or delay in performance of its Work which arise out of causes beyond its reasonable control. Such causes may include, without limitation, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, material shortages or unusually severe weather. If Birdair, Inc.'s Work is terminated for default and it is subsequently determined that Birdair, Inc. was not in default, Birdair, Inc. will be entitled to Compensation for all Work completed hereunder based on prices contained herein, if applicable, the cost of any Work in progress, any costs incurred by Birdair, Inc. as a result of the termination, and an equitable allowance for profit on the foregoing.

TERMINATION: If payment is not made to Birdair, Inc. as required by the clause entitled "Payments," if Customer assigns or transfers, or attempts to assign or transfer this Proposal in whole or in part, if Birdair, Inc. has reason to believe that Customer becomes the subject of any insolvency or bankruptcy proceeding, then Birdair, Inc. may terminate its performance without further notice and remove from the job site any and all of its labor forces, materials, facilities and equipment. In such event, Birdair, Inc. may, at its election, recover the amounts due for Work performed under the Proposal price and any sums due for loss of profits and other damages, or regard the non-payment as a termination for convenience and recover all costs incurred in performing the Work prior to termination, plus a reasonable allowance for profit on such Work.

DISPUTES: In the event of any dispute with regard to contract requirements, the Customer may, by written notice, require Birdair, Inc. to proceed with the performance of the Work, including any Work in dispute, pending a resolution of the dispute within a reasonable time thereafter. Birdair, Inc. will submit a written statement of its position to the Customer. If, within 30 days after the submission of such statement, the parties have not agreed on a settlement, the parties may submit the matter to arbitration. Submission will be effected by written request of either party. Any such arbitration will be held in accordance with the then current rules of the American Arbitration Association relating to Construction Industry Arbitration. The decision of the arbitrator will be final and binding on the parties. If, within 90 days after Birdair, Inc. has submitted its written statement, the parties have not submitted the dispute to arbitration, the parties may avail themselves of any remedy otherwise available to it under the contract or otherwise available to it under the contract or otherwise available by law.

PROPRIETARY INFORMATION: This Proposal contains proprietary information and may not be copied or distributed. The information contained herein shall not be disseminated to any outside party.

RETENTION: This Proposal is subject to 10% retention for the first 50% completion after which time no further retention will be held.

ACCESS: Suitable roads and access for cranes and trucks to reach all areas as necessary for the performance of this Work must be provided.

DRAWING APPROVAL: All approvals of Birdair, Inc. drawings by others must be completed in a timely manner. Our price is based on approval of less than 10 days.

BUILDER'S RISK: A comprehensive builder's risk policy is to be provided by others.

FIELD OFFICE: Location for portable job site office to be provided within a reasonable distance from the Work. Electrical and telephone hookup must be available at this location.

PRELIMINARY INFORMATION: Any and all information provided by Birdair, Inc. stamped "Preliminary" is not to be used for construction, or in any way incorporated into this Work.

WAIVER: Birdair, Inc.'s waiver of any term herein at any time will not be construed as a waiver of such terms at subsequent times.

VALIDITY: In the event any part or portion of the Proposal shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of the Proposal.

INTERPRETATION: This Proposal shall be construed in accordance with the law of the jurisdiction where the Work is performed.

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Specialty Contracting For Tensile Architecture



BASIS OF PROPOSAL

Birdair, Inc. proposes to replace, in-kind, the PVC mesh roof and support cables for the City of Laredo Inner City Park Pool, located in Laredo, TX, for the following base proposal price. The roof was originally built by Birdair in 2003. The plan area of coverage for the roof is approximately 9,130 sq. ft., and the surface area of PVC is approximately 9,250 sq. ft.

Engineering:

Since this is a replacement in kind, engineering to the current building code is specifically excluded.

Supply:

Included in our supply as related to our base Scope of Work:

1. Fabricated white Ferrari Frontline 381, or equal, PVC mesh roof.
2. Structural cables and end fittings, galvanized.
3. Aluminum perimeter attachments, hardware and gasket.
4. Turnbuckles and end fittings for attachment to the structural steel embedded plates.
5. Birdair standard PVC repair kit for in future service maintenance and repairs.
6. Standard Birdair one (1) year workmanship warranty.
7. Pass through warranty on the PVC material.

We specifically exclude from our supply:

1. Structural steel embedded plates and structural steel of any kind.
2. Concrete columns and rehabilitation.
3. Bonds.
4. Permits.
5. Sales taxes.
6. Special inspections or testing.

Installation:

We will install all membrane, and perimeter clamping that we supply. We have based our price upon the following:

1. One (1) mobilization/demobilization of labor, equipment and materials for this project.
2. Removal and disposal of old PVC.
3. We require the ability to perform all work sequentially, continuously, and without interruption.
4. We will require a lay-down area (no less than 50 ft. x 50 ft.) on site to store equipment and materials in one location for the duration of our work.
5. We will require access to the immediate work area, specifically for equipment access, as may be required during the installation process. We anticipate that the following will be among the equipment utilized; Man Lifts, Forklift, Scissor Lift.
6. Installation labor is based on a forty (40) hour workweek. Work will be performed in eight (8) hour shifts during normal daytime working hours. We have not allowed for any premium time beyond these hours.
7. Our field labor rates are based on standard wage rates. Union and prevailing wages have been excluded.



8. Our price assumes that water and no less than 100 amp power (120volt) will be provided at no cost, to within 50 feet of our membrane work area including no less than eight (8) 20 amp dedicated single outlets for Birdair's use at each location.
9. Birdair, Inc. will leave its material in a clean condition at the conclusion of our work specific to dirt caused by Birdair workers, not airborne construction dust or dirt. Any additional cleaning that may become necessary will be the responsibility of others.
10. Any Punch lists must be issued prior to our demobilization to avoid additional costs.
11. Pool will be closed, emptied, and the site shall be vacant at the time of installation.

We specifically exclude from our install:

1. Installation or rehabilitation of concrete components.
2. Painting or installation of steel.
3. Analysis of pool deck to confirm it can handle our equipment. Confirmation that the deck can support the needed equipment shall be by others.
4. Modification or installation of any lighting or mechanical equipment.
5. We have not included the cost for any temporary surface protection, signage, temporary barricades or traffic control.
6. We have not included costs for Builders' Risk Insurance. We will require that Birdair, Inc. be named as an insured under the policies provided by either the owner or general contractor, and that Birdair will have no exposure to deductible amounts on any policies.

Commercial Terms

Payment terms as follows:

1. 20% down payment to authorize the start of work.
2. 40% payable prior to shipment of fabricated materials.
3. 40% payable at the completion of the work.

Owners Obligations

1. Responsible for supplying all electrical power required for the project.
2. Responsible for allowing free and clear access to all areas of the work and to block off any areas that may be a hazard to patrons or pedestrians.
3. Responsible for allowing work to be performed during normal, daylight hours without any interruptions or work stoppages.
4. If any work stoppages are incurred beyond Birdair's control, additional compensation for materials, labor, per diem, etc. will be billed to the client or their representatives at 15% overhead, and 20% profit.

Clarifications and Qualifications

1. The proposal shall bind Birdair, Inc. only after acceptance by the purchaser and approval and acceptance by Birdair, Inc.
2. We specifically exclude liquidated or consequential damages.
3. We exclude all payment and performance bonds.



4. Standard insurance coverage is included in our proposal. Special terms or coverage, such as Primary Wording, may result in additional charges.
5. This proposal is based on the terms and conditions herein and anticipates the acceptance of the proposal in its entirety.
6. We specifically exclude any item not specifically included in this proposal.