

From: [Toni Wolinski](#)
To: [Ellen Ataie](#)
Cc: [Mark Davis](#)
Subject: [External] RE: City of Allen Request for Proposal 2019-3-38
Date: Thursday, April 04, 2019 10:24:05 AM

This email is being sent to you on behalf of Mark Davis

Dear Ellen Ataie,

FabriTec is please to submit the following revised proposal amount reflecting a deduction for Builders Risk insurance:

Current Proposal Price: \$180,700.00

Builders Risk Deduct: \$2,679.00

Revised Proposal Price: \$178,021.00

Regards,

Mark Davis
FabriTec Structures, LLC
P:972-354-6538
M: 214-437-7128

PFEIFER
FabriTec

From: Ellen Ataie <eataie@cityofallen.org>
Sent: Thursday, April 4, 2019 2:01 AM
To: Mark Davis <mdavis@fabritecllc.com>
Subject: City of Allen Request for Proposal 2019-3-38

Mr. David,

Thank you for submitting a proposal in response to the City's solicitation. I called your Dallas office but was informed you are traveling. I have reviewed the proposal with our Parks department and the Builder's Risk policy will not be required for this project.

We were not sure how much the builder's risk adds to the cost, so can you please provide a proposed price excluding the builder's risk policy? Thank you and we look forward to hearing from you.

Ellen Ataie, Senior Buyer
Purchasing Division
City of Allen | 305 Century Parkway | Allen, TX 75013

O: 214.509.4632 | F: 214.509.4675 | eataie@cityofallen.org

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A decorative graphic on the left side of the page consisting of a grid of colored squares. The grid is 4 squares high and 2 squares wide. The colors are light blue, dark blue, and a medium blue-grey. The squares are arranged in a pattern that is partially obscured by the main content area.

Pricing / Proposal

March 28, 2019

PROPOSAL

RFP 2019-3-38 CELEBRATION PARK TENSILE MEMBRANE REPLACEMENT

City of Allen, Texas

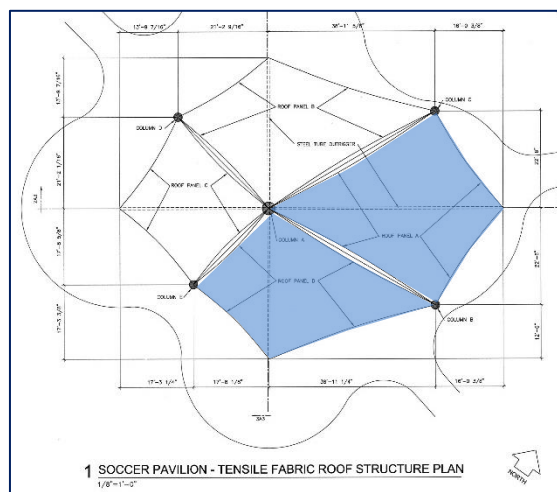
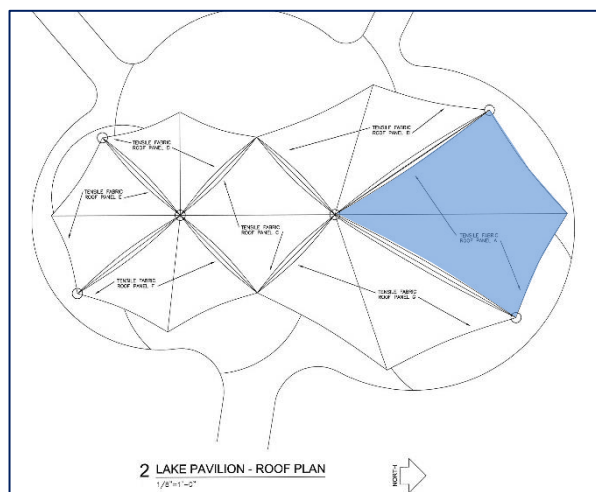
TO: CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013

CC: FT PR19-018-TX

PROPOSAL DESCRIPTION

FabriTec Structures, LLC is pleased to offer the following Design/Build membrane replacement proposal for the above project. FabriTec will design, engineer, fabricate, supply and install three (3) tensile membrane panels supported by existing and supplied by others steel, cables, support accessories and membrane plates unless otherwise stated in the furnished materials section under scope of work. The replacement panels area located at two different structures on the site referenced as Lake and Soccer as shown below. The scope is further described below:

This project has a total fabric plan area of approximately 1,835 square feet with a total fabric surface area of approximately 2,760 square feet.



PROPOSAL PRICING: \$180,700.00(One Hundred Eighty Thousand, Seven Hundred Dollars)

Our Payment, Performance, and Maintenance Bond Rate is: \$2,115.00, and included in the pricing above.

*We have not included local permitting, and current building codes in our scope.

**We have included all builders risk for our scope.

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

FABRITEC STRUCTURES | IMAGINATION & INNOVATION IN LIGHTWEIGHT STRUCTURES

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Fax +1-214-920-9582

SCOPE OF WORK

DESIGN/ENGINEERING

No analysis of structure or any support system has been INCLUDED

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

FabriTec's proposal for the Project includes the following:

1. Patterning for fabrication of architectural membrane.
2. Wet sealed design drawings and calculations by licensed Professional Engineer for the membrane only.
3. Design and engineering for replacement membrane plates and catenary cables associated with Lake Pavilion replacement panel only.
4. Design and engineering for 2 replacement membranes associated at Soccer Pavilion only.
5. The service we are providing is to replace the PTFE membrane, existing cables, membrane plates, aluminum etc. unless stated differently in the inclusions.

FabriTec's proposal for the Project does not include the following:

1. Design or engineering of any MEP requirements or any other ancillary items unless specifically identified in inclusions,
2. Design and engineering for tensile membrane canopy systems.
3. Design or engineering of concrete, steel, cables, aluminum clamping, gutters, downspouts, scuppers, closures or diverters unless stated in the inclusions.
4. Design or engineering of other site work or general contractors work.
5. Design and Engineering support for building department approval.

FURNISHED MATERIALS

FabriTec's proposal for the Project includes the following:

1. Fabricated PTFE architectural membrane. Color to be white.
2. Five (5) painted membrane plates, four (4) catenary cables, and associated hardware for the installation of the PTFE replacement panel on the Lake Structure location.
3. Provision of our standard one (1) year workmanship warranty and the fabric manufacturer's standard one (1) year pass-thru material pass-thru warranty. Our standard workmanship warranty is for the tensile membrane components we supply' *Because of surety requirements, any performance bond, that may be required, will cover only the first year of the warranty. The warranty will be a separate document between FabriTec Structures, LLC and the Owner. Upon completion of our work, FabriTec Structures, LLC will execute the warranty.*
4. *Our scope as we have been directed is the membrane replacement. We will remove and document the components we take down for reuse in the new replacement membrane panels.*

FabriTec's proposal for the Project does not include the following:

1. Building permits of any kind.
2. Any site demolition, modifications, or repairs to other's buildings, landscaping, or restoration work.
3. Any site surveys.
4. Any mechanical, electrical, lighting, sprinkler system, speaker systems, lightning protection systems, or attachments to our work.
5. Any steel, cables, accessories, aluminum, painting or touch up paint.
6. All attachments to wall or roof for structural support.
7. Any AESS requirements for fabrication or erection.
8. Any gutters, downspouts, scuppers, diverters, or attachment to our work.
9. Concrete pedestals, footings, foundations, grouting, anchor bolts, building embedment and/or installation.
10. Any mock ups.
11. Buy America, Fly America, and USA flagships.
12. Project is understood to be tax exempt; no taxes have been included in the price.

INSTALLATION

FabriTec will be responsible for the erection of our furnished materials for the 3 tensile PTFE membrane panels on the existing steel structures by others. FabriTec will provide necessary labor at Non-Union / Prevailing wage structure. FabriTec will also provide necessary equipment, rigging and tools required for the installation of our scope.

FabriTec's proposal assumes and is conditioned on the following:

1. The tensile membrane canopy areas will be accessible by drive up for unloading of our trucks and installation with our equipment, including crane, personnel man-lifts, and forklifts. The site is conducive for all construction forms of equipment.
2. We will require the ability to perform all our work with clear, sequential, and continuous access without interruption. Any directives for work stoppages may result in additional days to project schedule.
3. Installation labor is based on eight (8) hour shifts during 8:00am and 5:00pm Monday through Friday.
4. We have assumed **two (2)** mobilizations one for the take down of the cables and membrane plates and one for the installation of the three (3) replacement membranes; if additional mobilizations are required there will be an additional charge. We will require exclusive access to the area for our work during the installation process.
5. No special entry conditions / requirements or daily site delays accessing the work areas.
6. 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.
7. Our price assumes others to provide 200 amp / 110-volt service and necessary potable water available within 100' of our work.
8. We will require site sanitary facilities and refuse containers by others within 200' of work area.
9. FabriTec will leave its work and materials in a clean condition at the conclusion of our work. Any additional cleaning that may become necessary will be the responsibility of others.
10. FabriTec shall be reimbursed for work stoppage or delays caused by other parties.
11. Plastic safety barrier fence screen or similar will be provided for public safety around work area.
12. Seasonal severe weather working conditions have not been included.
13. Upon contract award / receipt of deposit more comprehensive installation plan can be provided.

PROJECT SCHEDULE

Schedule durations are subject to review and modification in 30 days.

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

The project duration from contract award / receipt of deposit to completion is **approximately 160 – 175 days**.

We will provide a schedule upon contract award and deposit receipt.

PAYMENT TERMS

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

A twenty percent (25%) deposit is required at order. We will submit monthly progress billings by the 25th of each month projected to the final day of the month we are billing. We will submit a detailed payment schedule upon award of contract. Any retainage withheld shall be payable within 90 days of substantial completion.

This proposal is contingent on direct payment for services here in by the City of Allen. No payment delays because of receiving funds from another source.

All payments are due within 30 days of receipt of the invoice. Late payments are subject to one percent (1%) interest charge per month.

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

ADDITIONAL COMMENTS

1. We propose the use of a standard AIA Design/Build contract as the form of agreement. Any changes or services outside this form of agreement may affect the price, scope of work and schedule.
2. Any deviations from the drawings or specifications without the mutual consent of both FabriTec and the Owner/Contractor will be subject to a Change Request/Change Order. Change orders will be invoiced as required.
3. **ADD**-Price to provide a Performance, Payment, and Maintenance Bond as shown in Exhibit 5 of RFP 2019-3-38 has been included in the proposal price.
4. We will attend meetings while present on site; all others to be conducted via audio / go-to meeting conferencing if required.
5. **We exclude all liquidated and consequential damages.**
6. Our offer is based on positioning seams and patterning to achieve maximum membrane efficiency.
7. Owner/GC shall provide an as-built survey or drawing showing the intended location for the structure and any surrounding structures which could cause interferences or access with our structure before engineering begins. If the appropriate tolerances were not held in placing the support steel or interface attachment plates and it results in additional re-engineering or re-work, there will be additional costs and it will be the subject of a change order.
8. FabriTec makes this offer for the project on the basis that the structure has been designed and fabricated based on the theoretical geometry; therefore, the accuracy of the existing support system is critical.
9. Due to the specialty nature of our work, the products used and limited availability of scope items we cannot commit to any MBE/WBE/DBE goals required on the project. We require a minimum of 3 working days to respond to notice or provide notices for non-emergency events such as Change Order requests, notice of time extensions, notice of cure, etc.
10. Our proposal includes only those US custom fees, duties, tariffs, and importation fees in effect as of the date of this proposal. Additionally, FabriTec would require reimbursement for additional costs, including, but not limited to, raw materials, freight, etc., resulting directly or indirectly from changes to US customs and/or tariff policies which change after the date of this offer.
11. When applicable, FabriTec reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to fuel, steel, fabric and concrete. Due to the duration of proposals and contracts, FabriTec reserves the right to implement this surcharge when raw material cost increases warrant it as applicable. *Due to the volatility experienced in raw material steel and fabric prices, it will be necessary to order, invoice, and receive payment for steel and fabric as soon as final types and sizes can be determined.*

End of Proposal

Thank you for the opportunity to present this offer.

Regards,

Mark Davis

Mark Davis
Senior Proposal / Service Manager

CLIENT APPROVAL:

FabriTec Structures, LLC is hereby authorized to proceed with the work:

**AUTHORIZED
SIGNATURE** _____

DATED: _____

CONSTRUCTION PLAN: PRELIMINARY INSTALLATION PROCESS

1st. Mobilization: Remove cables and membrane plates from structure, for visual inspection and re-use.

- 1 Create lifting plan and discuss with all parties involved.
- 2 Inspect all rigging equipment including slings and shackles prior to use.
- 3 Use line of site or radio communication.
- 4 Use correct rigging practices and taglines for disconnected materials can be lowered from their current position to the ground.
- 5 Exclusion zones will be well defined using proper signs and appropriate flagging tape.
- 6 Ensure all lifts are done with a knot free tag line.
- 7 Ensure all materials are landed and staged in low traffic areas and are well protected from damaging any finished work.
- 8 Secure Materials for re installation.
- 9 Demobilization from site will be performed.

2nd. Mobilization: Installation of Replacement Panels

-All Three (3) replacement panel Installation will be performed in similar manner as the methods provided for one panel.

- 1 Exclusion zones will be well defined using appropriate methods.
- 2 Spread out protective material on ground below structure and secure with sand bags
- 3 Set panel in middle of protective material and open, secure with more sand bags
- 4 Slide cables into cuffs, then attaché membrane plates
- 5 Set all CAT cables to theoretical while on ground
- 6 Before hoisting a lift plan will be developed and discussed with all parties involved.
- 7 Equipment will be inspected by competent person.
- 8 Communication and/or signals will be addressed for all involved are using the same language.
- 9 PPE will be used at all times.
- 10 Set rigging (rope come-a-longs or winch cable) up to top of steel above upper membrane plate final attachment point.
- 11 Attach ropes or cables to membrane plates on the ground, A knot free tag line will be attached to every load, prior to it being hoisted.
- 12 Hoist panel up structure, taking shape as it gets higher up
- 13 Starting at highest point, transfer membrane plate from rigging to permeant location
- 14 Second membrane plate will be center at the bottom wing plates will be last
- 15 Once all plates are on permanent rigging, we will tension fabric by turning the nuts on the "U" bolts
- 16 Once panel(s) are tensioned and rigid, fabric will be cleaned on both sides
- 17 Demobilization from site will be performed.



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www.chukoh.co.jp

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CHUKOH FLO® SKYTOP FGT-800 Physical Properties

Test Items	Standards	Unit	Test Method	Judgment
Weight	1.3±0.13	kg/m ²	ASTM D 4851	Avg. Value
Thickness	0.8±0.10	mm	Micrometer	Avg. Value
Width	3800 +100, -0	mm	Steel Tape Measure	Measured Value
Construction Warp Fill	25 +2.0, -1.0 19 +2.0, -1.0	ends / 25mm	ASTM D 4851	Measured Value
Tensile Strength Dry Warp Fill	3970 or more 3180 or more	N / 3cm	ASTM D 4851 ※2	Avg. Value
Tensile Strength Wet Warp Fill	3180 or more 2550 or more	N / 3cm	ASTM D 4851 ※2	Avg. Value
Tensile Strength After Crease Fold Dry Warp Fill	2780 or more 2230 or more	N / 3cm	ASTM D 4851 ※2	Avg. Value
Tear Strength Dry Warp Fill	294 or more 294 or more	N	ASTM D 4851	Avg. Value
Solar Transmission	12±3	%	ASTM E 424 ※1	Measured Value
Solar Reflectance	80±10	%	ASTM E 424 ※1	Measured Value
Peel Strength Dry Warp Fill	24.5 or more 24.5 or more	N / cm	ASTM D 4851	Avg. Value
Length	-	m	Counter	Measured Value
Burning Characteristics Flame Spread Smoke Density			Measured Value 0 max 0 max	ASTM E 84
Incombustibility of Substrates			Pass	ASTM E 136
Fire Resistance of Roof Coverings			Class A	ASTM E 108

※ 1 The specimens which are exposed to the following conditions in the air-circulated oven shall be measured : Temperature : 395 °C 、 Time : 16 hours

※ 2 Chucking at the time of tensile test shall be Roll-chuck.

WARRANTY

General Conditions

- The warranty set forth shall be the purchaser's sole and exclusive warranty.
- All warranties below are effective from the date of installation by *FabriTec Structures, LLC* its subsidiaries or agents.
- *FabriTec Structures, LLC* reserves the right to repair or replace any item covered by this warranty.
- This warranty will be void if the structures are not paid for in full.
- The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify *FabriTec Structures, LLC* or its agent in writing detailing any defect for which a warranty claim is being made.
- *FabriTec Structures, LLC* shall not in any event be liable for indirect, special, consequential, or liquidated damages.
- *FabriTec Structures, LLC* specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, light fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
- The Effective Date of the warranty is defined as the date of substantial completion of *FabriTec Structures, LLC* scope of work.

Fabric

- Labor for the removal, installation and/or freight charges will be covered in full for a period of **12 Months**, where the fabric structures supplied and installed by *FabriTec Structures, LLC* are defective. In all cases where the fabric structures are not installed by *FabriTec Structures, LLC* or its agents, all labor for the removal, installation and/or freight will be at the customers' expense and the warranty will only be applicable to the repair or replacement of the defective materials.
- Fabric is not warranted where it is installed on a structure that is not engineered and built by *FabriTec Structures, LLC* or its agents.
- This warranty shall be void if damage to or failure to the fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.
- Refer to fabric manufacturer warranty on the material itself.

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Installation

- Labor for the removal, installation and/or freight charges will only be covered in instances where *FabriTec Structures, LLC* or its agents have installed the fabric structures. In all cases where units were not installed by *FabriTec Structures, LLC* or its agents, all labor for the removal, installation, and/or freight will be at the customers' expense and the warranty will only be applicable to the repair or replacement of the defective materials.

PROJECT: *SAMPLE*

Authorized Signature

SAMPLE

Printed Name

Effective Date