



Ship To
City of Grand Junction
General Services
250 North 5th Street
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
General Services
250 North 5th Street
GRAND JUNCTION, CO 81501

Purchase Order
No. 2024-00000022

DATE 01/08/2024

Ph. (970) 244-1513

Fax

Vendor
VENDOR NO. 10455
Big Top Shelters
3255 US Hwy 19 N
PERRY, FL 32347

PAGE 1 of 1
SHIP VIA Best Way
DELIVER BY
FREIGHT TERMS FOB Dest, Frght Prepaid .Allow
Payment Terms: Net 30 Days
Buyer Name: Kathleen Franklin
Buyer Email: kathleenf@gjcity.org

Award for #5347-23-KF product

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Su	CONSTRUCTION IMPROVEMENTS/MATERIALS - Big Top Shelter for Recycling Building 302-642.8215 - Facility Improvements 113,980.00 ZCDPH-RREO23	113,980.0000	\$113,980.00
PURCHASE ORDER TOTAL				\$113,980.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: 



Fabric Structure #5347-23-KF
General Contract Terms and Conditions

- 1.1. **The Owner:** The City is the "Owner" that will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this document.
- 1.2. **Compliance:** The Offeror with its price proposal and signature hereunder, commits to adhere to all conditions, requirements, and instructions as stated or implied herein. Should the Owner omit anything necessary to the clear understanding of the requirements from this packet, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent.
- 1.3. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) is contracting.
- 1.4. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any proposal is subject to public disclosure. Upon the issuance of an award, both the negotiation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.5. **Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.6. **The Contract:** The Contractor's Price Proposal Form, price proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable Agreement (Contract) equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified with a Change Order or an Amendment.
- 1.7. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all aspects of manufacturing, materials, hardware, and other items necessary for the proper execution and completion of the specifications contained herein.
- 1.8. **Warranty:** The Contractor warrants to the Owner that all aspects of manufacturing, products, materials, and components furnished under the Contract will be new unless otherwise specified, be of good quality, free from faults and defects, and in conformance with the Contract Documents. All products, materials, components, and hardware not conforming to these standards may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of products,

materials, and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the Owner may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Contractor's expense.

- 1.9. Indemnification:** The Contractor shall defend, indemnify, and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from price proposal award. The Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner growing out of or under the performance.
- 1.10. Miscellaneous Conditions: Material Availability:** The Contractor must accept responsibility for verification of material availability, production schedules, and other pertinent data before submission of a price proposal. It is the responsibility of the Offeror to notify the Owner immediately if the materials specified are discontinued, replaced, or not available for an extended period.
- 1.11. Time:** Time is of the essence concerning the completion of the Project and any other milestones or deadlines that are part of the Contract. The Offeror must demonstrate its capacity to manufacture the fabric structure as specified in the price proposal ('Product') and ensure delivery within the Contract Time outlined in the Contract Documents. The Contract Time is the period allotted in the Contract Documents to deliver the Product fully complete. The date of commencement of the Product is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Purchase Order. The Date of Final Completion of the Product is the date certified by the Owner when all construction and all other associated Work including, but not limited to installation, testing, QA/QC, receipt of required documentation, reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of engineered drawings and/or as-builts, specification sheets, warranty documentation, installation guide, *etc.*, is fully complete, and under the Contract Documents.
- 1.12. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for manufacturing and delivering the Product fully complete under the Contract Documents. Upon receipt of written notice that the Product is ready for final inspection and acceptance and upon receipt of payment application, the Owner's Project Manager will promptly make such inspection and, when it finds the Product acceptable under the Contract Documents and the Contract is fully performed, the Owner will make payment in the manner provided in the Contract Documents.
- 1.13. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. The Contractor

shall erect and maintain, as required by existing safeguards for safety and protection, all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations, and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Product, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or shall make good such damage or injury acceptably.

- 1.14. Changes in the Product(s):** The Owner, without invalidating the Contract, may order changes in the Product within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes in the Product shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Product or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 1.15. Claims for Additional Cost or Time:** If the Contractor wishes to claim an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Product, except in an emergency endangering life or property in which case the Contractor shall proceed following the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 1.16. Minor Changes in the Product(s):** The Owner shall have the authority to order minor changes in the Product not involving an adjustment in the Contract sum or an extension of the contract time and not inconsistent with the intent of the Contract Documents.
- 1.17. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents following the specifications, or which order minor changes in the Product per the agreement, without change in the Contract sum or time. The Contractor shall conduct such Field Orders promptly.
- 1.18. Uncovering & Correction of the Product(s):** The Contractor shall promptly correct all Product(s) rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected Product(s), including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Product(s) are found to be defective or not following the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after

discovering of condition. All such defective or non-conforming Product(s) under the above paragraphs shall be removed from the site where necessary and the Product(s) shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Product(s) of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Products, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 1.19. **Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 1.20. **Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this IFB, in whole or in part, without prior written approval from the Owner.
- 1.21. **Compliance with Laws:** The Offeror must comply with all federal, and state laws, and International Building Codes governing its entity and the fulfillment of the Product(s) for and on behalf of the public. The Offeror hereby warrants that it is qualified to assume the responsibilities and render the Product described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 1.22. **Conflict of Interest:** No public official and/or Owner employee will have interest in the Contract resulting from this IFB.
- 1.23. **Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) Product(s) delivered complete and final acceptance by the Owner or, (3) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- 1.24. **Employment Discrimination:** During the manufacturing or procurement of any Product(s), the Offeror, by submitting a price proposal, agrees to:
 - 1.24.1. Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 1.24.2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor asserts that it is an Equal Opportunity Employer.
 - 1.24.3. Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.

- 1.25. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations, as mandated by applicable federal, state, and local laws.
- 1.26. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ workers without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 1.27. Ethics:** The Offeror/Contractor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 1.28. Failure to Deliver:** In the event of the Contractor's failure to perform under the Contract Documents, the Owner reserves the right, after providing due oral or written notice, and receiving no response from the Contractor, after a period of three (3) months, may procure the products/materials from other sources. The Contractor shall be held accountable for all costs incurred by the Owner in securing the necessary items for the fulfillment of this Project. This remedy shall be in addition to any other remedies available to the Owner.
- 1.29. Final Payment and Deductions for Installation Delays:** The Owner shall not be responsible for any additional costs incurred as a result of the Contractor's failure to deliver the Product on time and complete. Delays that result in additional costs from the installer incurred by the Owner, attributed to damaged components, missing components, anchors, hardware issues, or optional items (personnel doors, electric winch), *etc.* shall result in deductions from the final payment for the fabric structure. Any costs incurred by the Owner due to manufacturing faults shall be offset against the final payment.
- 1.30. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time under the terms thereof.
- 1.31. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor unless otherwise specified in the Contract.
- 1.32. Independent Contractor:** The Contractor shall be legally considered an independent contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 1.33. Ownership:** All documents, plans, prints, designs, concepts, and work prepared under the Contract, *etc.*, created by the Contractor for the Project, shall become the property of the Owner. All information furnished by the Owner is and shall remain, the Owner's property.
- 1.34. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s). In no event shall the Owner be liable to the Contractor for any claims, damages, awards, and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 1.35. Governing Law:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court, 21st Judicial District, Mesa County, Colorado.
- 1.36. Expenses:** Expenses incurred in preparation, submission, and presentation of a price proposal in response to this negotiation are the responsibility of the Offeror and shall not be charged to the Owner.
- 1.37. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.
- 1.38. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado Law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligation(s) as required by Article X, Section 20. of the Colorado Constitution, and other applicable law(s).

1.39. Special Conditions and Provisions

- 1.39.1. Project Manager:** The Project Manager for the Project is Jerod Timothy, General Services Manager, who can be reached at (970) 244-1565 or by email at jerodt@gjcity.org. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

Jerod Timothy
City of Grand Junction
General Services Department
333 West Ave, Unit C
Grand Junction, CO 81501

- 1.39.2. Contract Administrator:** The Contract Administrator for the City is Duane Hoff, Jr., CPPB. Contract-related inquiries, issues, change orders, amendments, and communications related to the Contract during the Project phase will be directed to:

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org
(970) 244-1545

- 1.39.3. Pricing:** Pricing shall be all-inclusive to include but not be limited to all aspects of manufacturing, quality assurance inspections, materials, hardware, freight (F.O.B. Destination – Freight Pre-paid and Allowed to project site), and any other costs related to the successful completion of the Product(s).

The Owner shall not pay nor be liable to pay or otherwise for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, delay damages, etc.

- 1.39.4. Installer Coordination:** The Contractor shall be responsible for scheduling the installation team, and ensuring the timely arrival of the product materials, including, doors, electric winch, anchors, hardware, *etc.* to achieve Project completion. The Contractor will furnish the timeline and schedule to the Owner and promptly communicate any schedule delays or changes. The Owner shall not bear any responsibility for costs incurred due to delays or changes.

- 1.39.5. Terms and Conditions:** Contractor disclaimers, terms, and conditions must not conflict with the Owner's General Terms and Conditions. The Owner's General Terms and Conditions shall take precedence over all Contractor disclaimers, terms, and conditions. Any disclaimers, terms, and conditions deemed non-applicable shall be excluded from price proposals.

- 1.39.6. Equipment/Product/Materials Quantities:** The Contractor is responsible for verifying measurements and determining the quantities of hardware, equipment, products, and materials necessary for successful Project completion.

- 1.39.7. Construction Start Date and Delivery Schedule:** The stipulated manufacturing lead time is eight (8) weeks from the date specified in the Contract, with an additional two (2) weeks allocated for required Engineering. The Contractor shall deliver the stamped Engineered Drawings by January 3, 2024, allowing sufficient time for the Owner to secure necessary permits. The Contractor will have a **Twelve Week** timeframe to deliver Products, as detailed in the attached price proposal. The established Construction Start date is March 4, 2024, unless otherwise approved by the Project Manager.

- 1.39.8. Delivery Location:** All Products shall be delivered "F.O.B. Destination Freight Pre-Paid and Allowed" to:

City of Grand Junction
333 West Ave, Unit C
Grand Junction, CO, 81501

****Please call before delivery to verify the proper location of the Product delivery,**** Jerod Timothy Office (970) 244-1565, Mobile (970) 216-7482, alternate Kyle Coltrinari Office (970) 254-3889, Mobile (970) 250-8638.

The Contractor must comply with all federal, state, and local rules, regulations, and requirements for providing such services.

1.39.9. Contract: A binding Contract shall consist of (1) the Contractor's Price Proposal Form and any amendments thereto, (2) Additional Documents, (3) the Offeror's price proposal, (4) the City's Purchasing Department's acceptance of the price proposal by "Notice of Award" or by "Purchase Order" or "Contract." All Exhibits and Attachments shall be incorporated into the Contract by reference.

- A. The Contract expresses the complete agreement of the Parties and, performance shall be governed solely by the specifications and requirements contained therein and other law as applicable.
- B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Contractor and the City Contract Administrator or by a modified Purchase Order before the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

1.39.10. Schedule of Submittals: The Contractor shall deliver the following:

- Stamped Engineered Drawings, by a licensed Colorado PE
- Manufacturer Specification Sheet for Fabric Structure
- Manufacturer Warranty structure and components
- Installation guide

1.39.11. Incidental Items: Any item not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items for the Product, will be considered incidental to those items and will be included in the cost of those items.

Contractor's Price Proposal Form

Price Proposal Date: 12-26-2023

Project: #5347-23-KF "Fabric Structure"

Entity: Big Top Manufacturing Inc.

Name of Authorized Agent: Brandon Fletcher

Agent Email: b.fletcher@bigtopshelters.com

Telephone Number: 850-584-7786

Entity Address: b.fletcher@bigtopshelters.com

City: Perry State: FL Zip: 32347

The undersigned Offeror, in compliance with the General Contract Terms and Conditions, having investigated the location of, and conditions affecting the proposed Product, hereby proposes to furnish all labor, materials, delivery, and supplies, and to deliver the Product for the Project following the Contract Documents, within the time set forth and at the prices stated in its price proposal. These prices are to cover all expenses incurred in the manufacturing and delivering the Product required under the Contract Documents, of which this form is a part.

Prices in the price proposal have not knowingly been disclosed with another provider and will not be before the award.

- The individual signing herein certifies it is a legal agent of the Offeror, authorized to represent the Offeror, and is legally responsible for the price proposal concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-03544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the submitted price proposals.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of NA percent of the net dollar will be offered to the Owner if the invoice is paid within NA days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the price proposal award that is no less than Net 10 days.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

By signing below, the Undersigned shall agree to comply with all terms and conditions contained herein.

Print Full Entity Name: Big Top Manufacturing Inc.

Authorized Signature: Brandon Fletcher

Print Name of Signatory: Brandon Fletcher

Title of Signatory: Sales

<u>Name & address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

The undersigned Offeror acknowledges the right of the City to reject any price proposal submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the price proposal, each Offeror certifies, and in the case of a joint price proposal each party thereto certifies as to its organization, that this price proposal has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Project with any other Offeror or with any competitor.



December 26, 2023

Jerod Timothy

PROPOSAL for: City of Grand Junction

ITEM	QTY	DESCRIPTION	PRICE
Big Top Shelter	1	<p>60' Wide X 100' Long X 26' Center Height X 14' Sidewall</p> <ul style="list-style-type: none"> 18 OZ. Cover, Translucent White, Flame Retardant PVC Vinyl Laminated fabric With Polyester Scrim. Frame Members: 24" Bi-Beam ASTM B-6 Zinc Tubular Steel truss design on 7.14' centers. Base System Allows the Shelter to be built on an ecology block wall 6'tall provided by the client. Unless otherwise stated, foundations other than concrete, are assumed @ 90% compaction or greater. See the clause at the bottom of the quote for additional information. Fabric Ends @ the shelter level. All Weld Joints Coated With 97% Zinc "Cold Gal" For Corrosion Protection. All Connections via a Slip Fit Bolted Junction. Aluminum trim to secure fabric skirt to frame. 	\$ 99,080.00
End Wall	2	<ul style="list-style-type: none"> Access end wall with 1ea 20'wide x 24'tall fabric door per end. Disappearing door(s) to include all the necessary trolleys, pulleys, cables, and manual winch. Disappearing fabric doors should be considered a flap and are not a pre-engineered door system. 	\$ Included
Electric Winch	2	<ul style="list-style-type: none"> 4WP2 Electric Winch for fabric doors 	\$ 5,600.00
Framed opening	1	<ul style="list-style-type: none"> 1ea 4' x 4' framed opening with flange to be located on the 100' length side of the building for the customer conveyor to pass through. 	\$ 400.00
Personnel Door	2	<ul style="list-style-type: none"> 3680 Aluminum personnel doors. 	\$ 1,200.00
Engineering	1	<ul style="list-style-type: none"> Stamped engineering by a CO engineer. If your site requires special licenses, permitting, or other accessory items to meet your local code requirements then a general contractor may be required. If the shelter is purchased or installed prior to permit approval the customer bears the cost of any upgrades to meet local code. 	\$ 1,800.00
Taxes		<ul style="list-style-type: none"> Taxes: 	NA (Tax Exempt)
Shipping	1	<ul style="list-style-type: none"> From: Perry FL FOB Destination Freight Pre-pay and Allowed to: Grand Junction, CO <p><small>Shipping is primarily via 102" x 48' long flatbed trailers. To maximize stacking, there is little to no dunnage below the frames. Due to weight and handling issues, dunnage can possibly result in damage to the frame. If you require dunnage there COULD be additional costs due to lessened space on the flatbed or special stacking requirements.</small></p>	\$ 5,900.00
GRAND TOTAL		US DOLLARS.	\$ 113,980.00



Optional: Metal Entry Doors, Exhaust Fan Systems, LED Lighting, lightning protection kits, flooring, HVAC, etc.

Payment Terms— Net 30.

Manufacturing Lead- Time: 9 weeks from executed contract. Lead times are subject to change at any time. Actual lead time will be based on the production schedule at the time of executed contract. If Engineering is required, please add 2+ weeks. All assembly instructions, hardware, and anchors are included with shipment. Lead times are estimated based on our current schedule at the time of the dated proposal. The actual lead times will be based on the current schedule at the time of approved submittals and all Big Top contractual obligations as stated in this quotation.

Sincerely,

Brandon Fletcher

Regional Sales Manager

b.fletcher@bigtopshelters.com

Approved This ____ Day of ____, 2023.

Signature _____

PO # _____



Big Top Manufacturing Inc Disclaimer Reference Page

3. In the event the above proposal includes metal/aluminum entry equipment doors, unless the shelter is built on level concrete, we cannot take responsibility for its operation. If uneven - such as is routinely encountered on asphalt or soil, the framework will likely require modification on site resulting in additional costs.
4. Big Top will provide soil or concrete anchors as a standard form of anchoring. Big Top makes no representation as to the structural integrity or suitability of the concrete or soil. Any other anchoring surface or method is at the sole risk of the end user. No representation is made as to water drainage due to slope or foundation issues. If on soil or asphalt, we provide 40" anchors. There cannot be any concrete, obstructions, utilities, etc., below the footprint of the shelter's walls and ends if using soil anchors. You should contact your local utility locating service.
5. Shelter is to be installed in accordance with the provided assembly instructions, under the guidance of our technician or via Big Top. If the end user chooses to owner install the shelter, finished photos are required including photos of the shelter with the anchors properly installed. In the event the shelter is relocated, new photos will be required including anchorage photos.
6. In the event the end user chooses to employ our technician, we make no representation as to the quality, suitability, or performance of the laborers or equipment provided. The estimate given is based upon typical installations worldwide but is not a guaranteed level of performance. On-site safety is the responsibility of the customer not Big Top's representative.
7. If Big Top is to fully install the shelter, unencumbered access is necessary. We assume a 7-day workweek. If the weekends cannot be worked, we will need to know this in advance to modify the proposal.
8. End user is responsible for permitting and any local taxes or tariffs, if any. If a turn-key installation by Big Top is done, it is the end user's responsibility to determine Big Top's ability to install the shelter based upon local licensing or permitting issues. All costs associated with this are to be borne by the end user.
9. Shelter is defined as an equipment item. Proper maintenance is necessary to extend the life of the shelter frame, fabric, doors, and access panels. A maintenance guide can be provided upon request.
10. All drawings received should represent the inside looking out of the Big Top. Customer to verify.
11. All accessories are covered under the product manufacturer's warranty.
12. Big Top installers are not licensed electricians. All electrical connections are the responsibility of the customer.
13. Shipping is primarily via flatbed trailers. To maximize stacking, there is little to no dunnage below the frames. Due to weight and handling issues, dunnage can possibly result in damage to the frame. If you require dunnage there could be additional costs due to lessened space on the flatbed or special stacking requirements.
14. Disappearing fabric doors are not a pre-engineered door system and should be considered a flap. Engineered door systems are available but require additional funds. Big Top Access panels are not engineered door systems, there is no warranty on the access end panel, the access panel is not warrantied against or designed at the same engineering as the shelters. The access panels or panels are required to be secured down in high winds. The panel(s) vertical cables are to be clipped at the bottom to the anchoring devices and the cables are to be tightened and secured when the panel is always in the down position.
15. If Engineering is required, please provide the proper wind, snow, seismic load, and exposure category for the location where the shelter will be located. If the shelter is purchased or installed prior to permit approval the customer bears the cost of any upgrades to meet local code. All engineering to support the structure is considered "by others", unless specifically noted on our drawings. That includes, but is not limited to, shipping containers, concrete, soil, asphalt, custom support steel, etc. Engineering fees start at \$1,800.00
16. Signed proposals or related POs assumes you have read & understand the above Big Top Manufacturing Inc disclaimer/clauses