TOWN OF DISCOVERY BAY

"A COMMUNITY SERVICES DISTRICT"

SDLF PLATINUM-Level of Governance

Chair Carolyn Graham and Vice-Chair Byron Gutow

NOTICE OF THE REGULAR MEETING
OF THE PARKS & RECREATION COMMITTEE
OF THE TOWN OF DISCOVERY BAY
November 04, 2026 04:30 PM

To Attend In-Person:
Discovery Bay Community Center, 1601 Discovery Bay Boulevard, Discovery Bay, CA 94505

In addition to physical attendance at the address indicated above, the Town of Discovery Bay Community Services District is offering the following teleconferencing options as an alternative means for the public to participate in this meeting:

To Attend by Zoom Webinar: https://us06web.zoom.us/j/83080753986
To Attend by Phone: +1 (669) 444-9171 *OR* +1 (719) 359-4580 *&* Webinar ID 83080753986

To Download Agenda Packet & Materials: http://www.todb.ca.gov/

A. ROLL CALL

1. Call business meeting to order at 4:30p.m.
2. Roll Call.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to 3 minutes)

During Public Comments, the public may address the Committee on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Committee for consideration. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Committee and the commenter as the law strictly limits the ability of Committee members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Committee only. Any clarifying questions from the Committee must go through the Chair.

Comments from the public do not necessarily reflect the viewpoint of the Committee Members.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

C.1 Approve Parks & Recreation Committee DRAFT Meeting Minutes from September 2, 2026. Page 4

Sponsor(s): Kelly Rajala, Board Secretary

D. UPDATES

D.1 Parks, Landscape, & Recreation Master Plan RFP Update

Sponsor(s): Stephen Griswold, Assistant General Manager

E. PRESENTATIONS

E.1 Bi-Monthly Landscape & Recreation Activity Report Page 7

Sponsor(s): Monica Gallo, Park & Landscape Manager

F. DISCUSSION ITEMS

F.1 Discussion and Possible Recommendation to Select and Award a Contract for the Swimming Pool Shade Structure Project. Page 17

Sponsor(s): Monica Gallo, Park & Landscape Manager

G. FUTURE AGENDA ITEMS

H. ADJOURNMENT

Adjourn to the next Regular Meeting of the Parks & Recreation Committee at the Community Center located at 1601 Discovery Bay Boulevard.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting.

Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution

of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours.

Item C.1

MINUTES OF THE REGULAR MEETING OF THE
PARKS & RECREATION COMMITTEE
OF THE TOWN OF DISCOVERY BAY
September 02, 2026 04:30 PM

Chair Carolyn Graham and Vice-Chair Byron Gutow

A. ROLL CALL

Meeting was called to order at 4:30pm.

Roll call was taken and all members were present.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to 3 minutes)

None.

C. CONSENT CALENDAR

C.1 Approve Parks & Recreation Committee DRAFT Meeting Minutes from July 1, 2026.

Moved By Vice-Chair Byron Gutow
Seconded By Chair Carolyn Graham
Motion to approve the Consent Calendar.

For (2): Chair Carolyn Graham, and Vice-Chair Byron Gutow

Motion Carried (2 to 0)

D. UPDATES

D.1 Community Center Electrical Work Update

Presented by Landscape Manager Monica Gallo.

- There will be rehab on the main electrical panel at the Community Center on 9/3/26.

Community Center will have no power all day.

E. PRESENTATIONS

E.1 Bi-Monthly Landscape & Recreation Activity Report

Presented by Landscape Manager Monica Gallo.

- Landscape Manager Gallo reviewed the weekly schedule of landscape staff.
- Fencing at Ravenswood Park has been removed.
- Picket Fence Project has been installed on Clipper Drive.
- Swim lessons are done.
- Lap swim and water fitness will continue through September 30, 2026.

F. DISCUSSION ITEMS

F.1 Discussion and Possible Recommendation Regarding the Discovery Bay Chamber of Commerce Special Event Permit Application for Seafood-Lobster Boil to be held October 17, 2026.

Landscape Manager Monica Gallo introduced Discovery Bay Chamber of Commerce President Tony George who spoke on a proposed event.

- Discovery Bay Chamber of Commerce submitted a Special Events Permit for a Seafood/Lobster Boil to be held on Saturday, October 17, 2026.
- Tickets are $135 per seat or a private table of 8 for $1,000.

Committee is in support of the event.

F.2 Discussion and Possible Recommendation Regarding the Special Event Permit Application for "Discovery Bay Farmers Market".

Landscape Manager Monica Gallo introduced Nick T'Souvas and Leticia Miranda.

- Nick T'Souvas and Leticia Miranda submitted a Special Event Permit for a Farmers Market to be held at the Community Center.
- Farmers Market would be held every Saturday for one year beginning February 2027.
- Event will include food vendors, artisan crafts, and wholesale consumer goods.

Committee discussed potential challenges of event.

Staff will continue discussion with party requesting event.

F.3 Discussion and Possible Recommendation to Issue the Town of Discovery Bay's Park, Landscape, and Recreation Master Plan RFP.

Presented by Assistant General Manager Stephen Griswold and Landscape Manager Monica Gallo.

- The Town is seeking to develop its first comprehensive Parks, Landscape, and Recreation Master Plan.
- Master Plan will provide an evaluation of existing assets and services, identify current and future needs, assess maintenance and capital improvement requirements, engage residents and stakeholders, and establish prioritized projects, estimated costs, potential funding opportunities, and an implementation road map.
- Staff will issue a Request for Proposals (RFP) on Friday, September 4, 2026, with proposals due on October 5, 2026 at 11:00am.

Committee recommends moving forward with the RFP.

G. FUTURE AGENDA ITEMS

None.

H. ADJOURNMENT

Meeting was adjourned at 5:16pm.

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Kelly Rajala

Item E.1

PARKS, LANDSCAPE and RECREATION UPDATES

SEPTEMBER & OCTOBER 2026

P&R 11/4/2026

Item E.1

SEPTEMBER 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Irrigation / Leaks Mow/Detail Ravenswood Park Mow/Detail Common Lawns and Park & Ride Clearing: Marina Road Pool maintenance	Irrigation / Leaks Mow/Detail CC and Dog Park Clearing: Bixler Soundwall Pool maintenance	Irrigation / Leaks Mow/Detail Cornell Park Weeds: Clipper	Irrigation / Leaks Clearing: Bixler Rd. Backfilling leaks Pool maintenance
LABOR DAY HOLIDAY	Trash Pickup Irrigation / Leaks Clearing: Park & Ride Pool maintenance	Irrigation / Leaks Mow/Detail CC and Dog Park Weeds: Clipper, Slifer Dr. Preston/POT Pool maintenance	Irrigation / Leaks CPR Training Safety Training Pool maintenance	Irrigation / Leaks Mow/Detail Cornell Park Pool maintenance
Trash Pickup Irrigation / Leaks Mow/Detail Regatta Park Mow/Detail Slifer Park Pool maintenance	Irrigation / Leaks Mow/Detail Ravenswood Park Mow/Detail Common Lawns and Park & Ride Clearing: Newport suckers Pool maintenance	Irrigation / Leaks Mow/Detail CC and Dog Park Clearing: Newport suckers Pool maintenance	Irrigation / Leaks Mow/Detail Cornell Park Clearing: Newport suckers Pool maintenance	Irrigation / Leaks Clearing: Bixler Rd. Pool maintenance
Clearing: Highway 4 Pool maintenance	Irrigation / Leaks Clearing: Highway 4 Pool maintenance	Irrigation / Leaks Mow/Detail CC and Dog Park Clearing: Highway 4 Pool maintenance	Irrigation / Leaks Mow/Detail Cornell Park Clearing: Cornell Pool maintenance	Irrigation / Leaks Clearing: Cornell Park Pool maintenance
Trash Pickup Irrigation / Leaks Mow/Detail Regatta Park	Irrigation / Leaks Mow/Detail Ravenswood Park	Irrigation / Leaks Mow/Detail CC and Dog Park		

SEPTEMBER 2026

Mow/Detail Slifer Park Pool maintenance	Mow/Detail Common Lawns and Park & Ride Pool maintenance	Clearing: Newport Sound wall Pool maintenance		

Item E.1

OCTOBER 2026

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			Irrigation / Leaks Mow/Detail Cornell Park Clearing: Newport Soundwall Pool maintenance	Irrigation / Leaks Clearing: Front Entrance Pool maintenance
Trash Pickup Irrigation / Leaks Clearing: CC behind courts Pool maintenance	Irrigation / Leaks Clearing: CC behind courts, Porthole, POT So. Pool maintenance	Irrigation / Leaks Mow/Detail CC and Dog Park Weeds: POT South Pool maintenance	Irrigation / Leaks Mow/Detail Cornell Park Suckers @ Regatta Pool maintenance	Weeds: POT South Pool maintenance
Trash Pickup Mow/Detail Regatta Park Mow/Detail Slifer Park Weeds: Cornell Park Pool maintenance	Irrigation / Leaks Mow/Detail Ravenswood Park Mow/Detail Common Lawns and Park & Ride Clearing: DB Blvd. Pool maintenance	Irrigation / Leaks Mow/Detail CC and Dog Park Clearing: POT Pool maintenance	Irrigation / Leaks Mow/Detail Cornell Park Clearing: POT Pool maintenance	Irrigation / Leaks Clearing: POT Pool maintenance
Trash Pickup Aerate & fertilize Cornell Park	Aerate & fertilize Cornell Park, front entrance, small lawns, CC Mow/Detail CC & Dog Park	Aerate & fertilize CC and Ravenswood Park	Irrigation / Leaks Suckers/lift trees: Discovery Point Clearing: POT	Irrigation / Leaks Clearing:
Trash Pickup Irrigation / Leaks Mow/Detail Regatta Park Mow/Detail Slifer Park Weeds: Slifer Dr	Irrigation / Leaks Mow/Detail Ravenswood Park Mow/Detail Common Lawns and Park & Ride	Irrigation / Leaks Mow/Detail CC and Dog Park Clearing: POT	Irrigation / Leaks Mow/Detail Cornell Park Clearing: POT	Irrigation / Leaks Clearing: POT

SLIFER DRIVE









Pictures taken 10/26/2026

NEWPORT DRIVE





Pictures taken 10/26/2026

SLIFER PARK





Pictures taken 10/26/2026

Item E.1

REGATTA PARK



Pictures taken 10/26/2026

SOUTH POINT





Pictures taken 10/26/2026

CABRILLO POINT





Pictures taken 10/26/2026

Item E.1

2026 AQUATICS SEASON - Closed for the season

Adult Lap Swim

June 15, 2026 – October 9, 2026
693 Participants

Swim Lessons

July 13, 2026 – August 27, 2026
128 Participants

Recreational Swim

June 12, 2026 – September 19, 2026
1,317 Participants

Water Fitness

June 15, 2026 – August 25, 2026
262 Participants

Item F.1

Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Agenda Title: Discussion and Possible Recommendation to Select and Award a Contract for the Swimming Pool Shade Structure Project

Meeting Date: November 4, 2026

Prepared By: Monica Gallo, Park & Landscape Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

Staff recommends that the Parks & Recreation Committee make the following recommendation to the Board of Directors:

- Review and discuss pool shade structure options and make a recommendation to the Board of Directors to select a pool shade design and vendor.

EXECUTIVE SUMMARY:

In June 2025, the Town of Discovery Bay was awarded $150,000 in Measure X Parks & Recreation funding from the Office of Supervisor Diane Burgis to fund improvement projects at the Community Center.

The first project involved removing the river rock in front of the pickleball courts and installing synthetic turf to create a more welcoming space for residents to sit and enjoy. This project was successfully completed in summer 2026 at a cost of $53,570 of which $44,081 was Measure X dollars and $9,489 was from the 2018 Parks Bond Act Per Capita Grant Program.

The second project is the selection and installation of a shade structure over the shallow end of the Community Center swimming pool. The addition of shade will help reduce direct sun exposure for children and other pool users, particularly those participating in swim lessons and recreational activities in the shallow end. Providing shade will improve comfort for families and patrons, support a safer and more enjoyable aquatic environment, and help mitigate prolonged exposure to ultraviolet (UV) radiation during the summer months. This improvement will enhance the overall usability of the pool facility and demonstrate the Town's continued commitment to public safety, community recreation, and the long-term improvement of its recreational amenities.

Staff obtained the following three proposals for the Committee's consideration:

1. **MRC/GameTime (Superior Shade)** - $77,709.19
2. **USA Shade** - $92,124.17
3. **Pacific Shade Sails** - $130,508.51

Staff recommends that the Committee review the attached proposals and designs and provide a recommendation to the Board of Directors regarding the preferred shade structure option for the Community Center swimming pool.

FISCAL IMPACT:

$105,919 in Measure X Parks & Recreation Funding remains available and must be completely expended or returned to Contra Costa County.

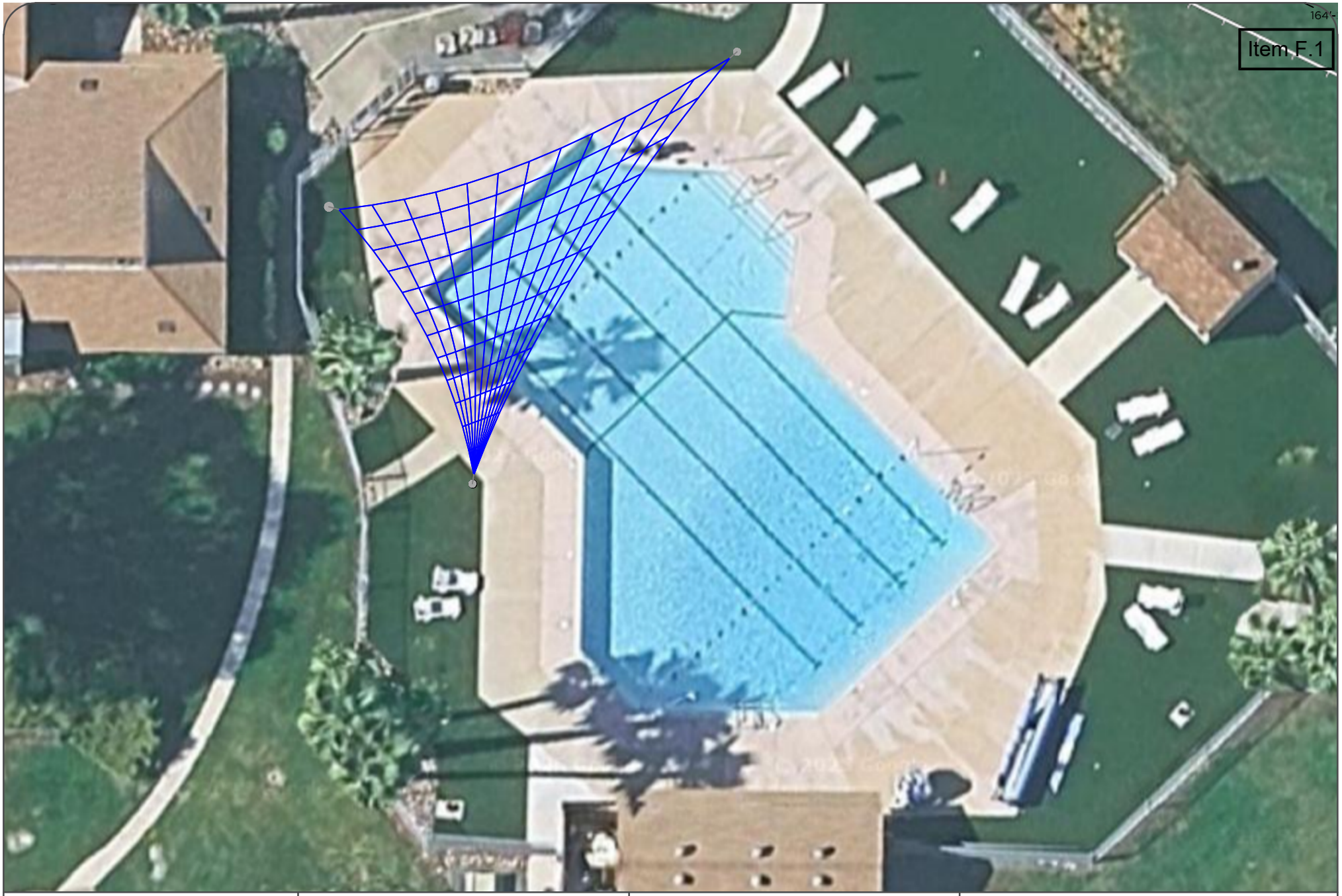
If the Pacific Shade Sails quote is selected $24,589.81 in funding is available from the 5-Year CIP to cover the balance.

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

N/A

ATTACHMENTS:

1. MRC/GameTime (Superior Shade) Quote and Design
2. USA Shade Quote and Design
3. Pacific Shade Quote and Design



Superior Shade

PROJECT NAME
DISCOVER BAY COMMUNITY CENTER

QUOTE
QUO0312129

TITLE
Proposal

DATE
8/29/2025

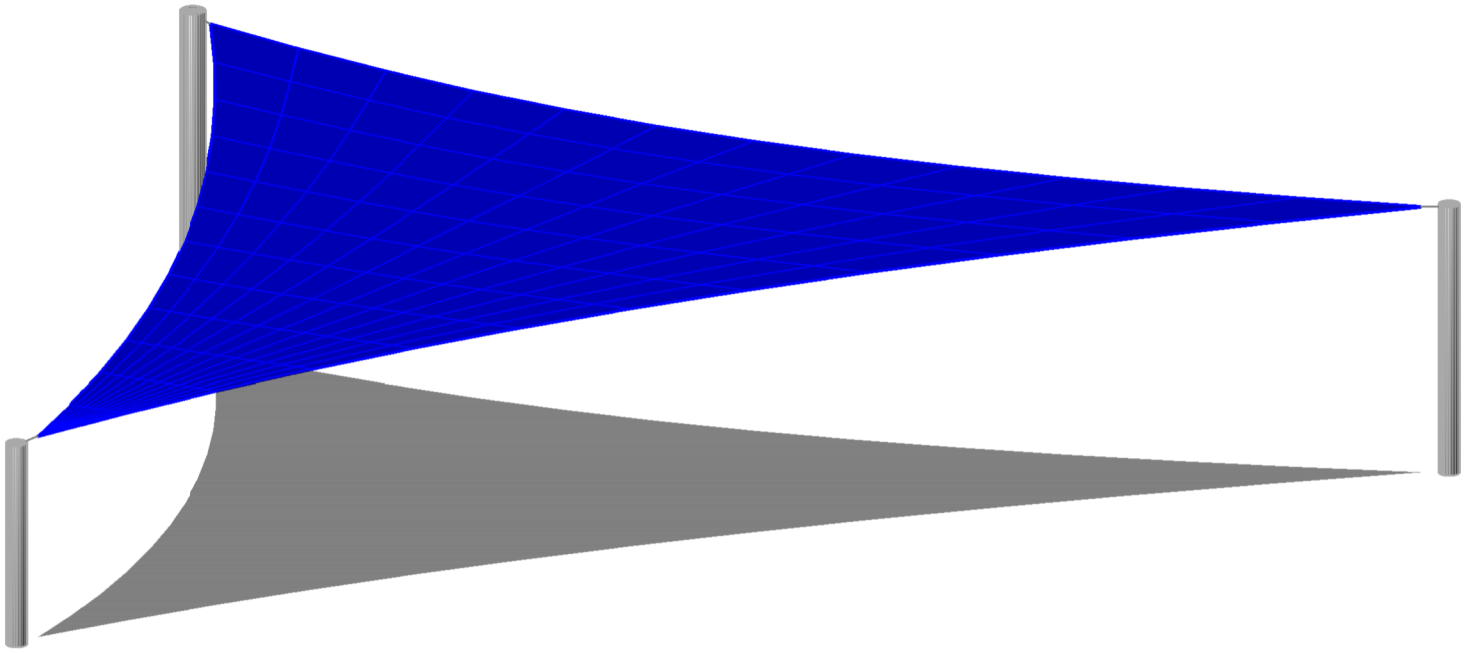
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JSJ

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1 of 1

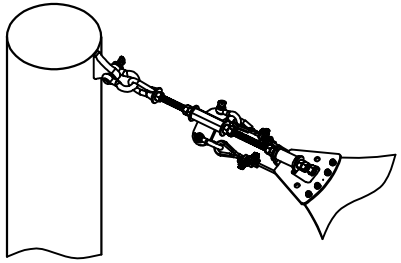
These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.

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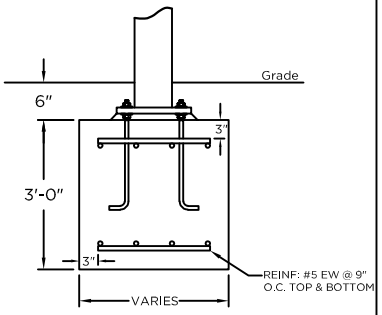


Superior Shade	PROJECT NAME **DISCOVER BAY COMMUNITY CENTER**	DATE **8/29/2025**	DRAWN BY **JSJ**	*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.*
	QUOTE **QUO0312129** TITLE **Proposal**	SCALE **Not to Scale**	SHEET **1 of 1**	

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Fabric Connection

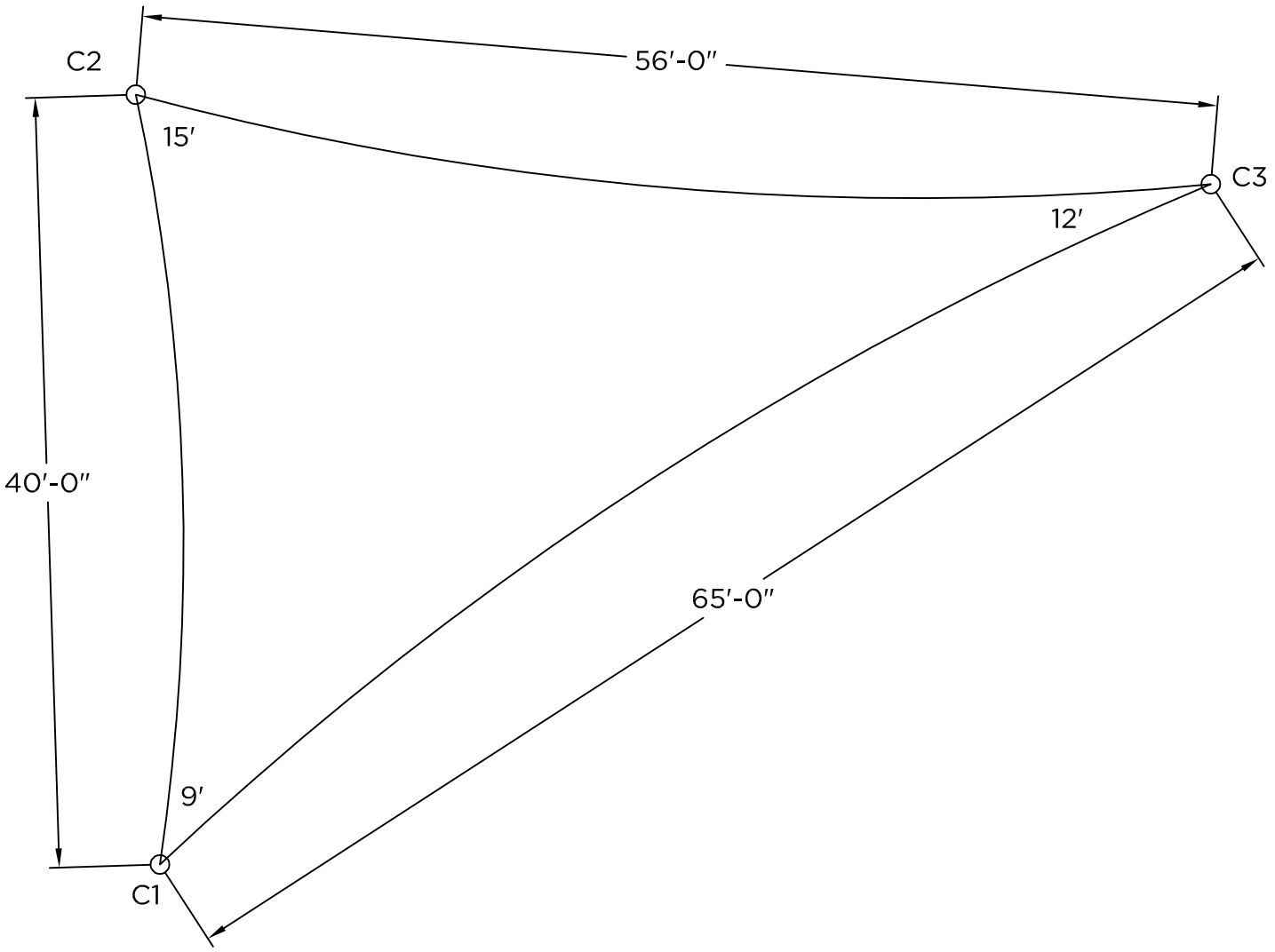


Footer Detail

FOUNDATION NOTE: ALL FOUNDATION SIZES ARE ESTIMATIONS ONLY ACTUAL SIZING SHOULD BE DETERMINED BY A LOCALLY QUALIFIED STRUCTURAL ENGINEER PRIOR TO INSTALLATION.

Column & Footing Schedule

Column ID	Column Size	Est. Footing Size
C1	10" Sch. 40	5.2' X 5.2' X 3.0'
C2	12.75" OD HSS	6.3' X 6.3' X 3.0'
C3	10" Sch. 40	5.7' X 5.7' X 3.0'
C4	N/A	N/A
C5	N/A	N/A
C6	N/A	N/A
C7	N/A	N/A
C8	N/A	N/A
C9	N/A	N/A
C10	N/A	N/A



Superior Shade

PROJECT NAME
DISCOVER BAY COMMUNITY CENTER

QUOTE
QUO0312129

TITLE
Proposal

DATE
8/29/2025

DRAWN BY
JSJ

SCALE
Not to Scale

SHEET
1 of 1

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.

Superior Shade

Material Specifications, Warranty, and Policies

Material Specifications

Fabric

- Shade fabric is made of UV stabilized cloth manufactured by Alnet Americas or approved equal
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut
- Cloth meets fire resistance tests as follows:

  Alnet Americas Extra Block: California State Fire Marshall Reg. #F-93501

  Others: NFPA 701-99 (Test Method 2) and ASTM E-84

Fabric Properties

Stretch	Stentored
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828 lbf (ASTM 3786)
Fabric Weight (oz/sqFT)	Avg 1.02 to 1.07 oz.
Fabric Width	9′ 10″
Roll Length	150′
Roll Size	63″ x 16 ½″
Weight	120 lbs.
Life Expectancy	10 Years
Fading	Minimum Fading After 6 years, 3 Years for Red and Yellow
Min. Temperature	-77˚
Max. Temperature	+167˚

Shade Protection and UV Screen Protection Factors

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Rivergum Green	88.7%	92.9%
Sky Blue	89%	92.2%
Navy Blue	93.6%	94.4%
Turquoise	86%	91.5%
Yellow	77.6%	95.5%

To view a complete list of fabrics, please reference the Color Options page of our catalog by clicking here.

Thread

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage
- Shall have a wide temperature and humidity range
- Abrasion resistant and UV radiation immunity
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution
- Lockstitch thread – 1200 Denier or equal
- Chain stitch thread – 2400 Denier or equal

Steel Tubing

- All fabricated steel must be in accordance with approved shop drawings and calculations
- All steel is cleaned, degreased, or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted
- Plate products shall comply with ASTM A-36

Superdurable Powder Coat and Primer

- All non-galvanized steel shade to be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396–GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating

Powder Coat Tests		Results
ASTM	Gloss at 60˚	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtOV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

Powder Coat Process Characteristics

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft 2/lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75˚ F

Application Criteria

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400˚ F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

Welds

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable
- All fillet welds shall be a minimum of ¼" unless otherwise noted
- All steel shall be welded shut at terminations to prevent internal leakage
- Internal weld sleeving is not acceptable
- On-site welding of any component is not acceptable

Sewing

- On-site sewing of a fabric will not be accepted
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load
- The perimeters that contain the cables shall be double lock stitched

Installation Hardware

- Bolt and fastening hardware shall be determined based on calculated engineering loads
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2
- Upon request, Stainless Steel hardware shall comply with ASTM A-304
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized

Concrete

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality
- Concrete specifications shall comply in accordance with, and detailed as, per plans as follows:

    1. 28 Days Strength F'c = 2500 psi
    2. Aggregate: HR
    3. Slump: 3-5
    4. Portland Cement shall conform to C-150

CONCRETE CONTINUED ON NEXT PAGE

5. Aggregate shall conform to ASTM C-33

- All reinforcement shall conform to ASTM A-615 grade 60
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice
- Whenever daily ambient temperatures are below 80˚ F, the contractor may have mix accelerators and hot water added at the batch plant (see table)
- The contractor shall not pour any concrete when daily ambient temperature is below 55˚ F

Concrete Temperate Chart

Temperature Range	% Accelerator	Type Accelerator
75-80˚	1%	High Early (non calcium)
70-75˚	2%	High Early (non calcium)
Below 70˚	3%	High Early (non calcium)

Footings

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer
- All anchor bolts shall be zinc plated unless specified otherwise
- Footing shall be placed in accordance with and conform to engineered specifications and drawings

Superior Shade

Shade Warranty

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, general maintenance and care is provided as per instructions in the customer packet, and has been subjected only to normal use and exposure. Product should be maintained per the instructions given at time of delivery.

- **LW** Lifetime* Warranty on stainless steel hardware
- **20** 20-Year Limited Warranty on framework
- **10** 10-Year Limited Warranty on fabric
- **5** 5-Year Limited Warranty on powder coat
- **1** 1-Year Limited Warranty on cables
- **1** 1-Year Limited Warranty on materials not above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to “acts of God” such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP’s control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

Limited Warranty: Structural Steel

SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of<5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Limited Warranty: Shade Fabric

Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage and VALMEX® MEHATOP F 1 waterproof fabric carry a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-Year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading**, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years. **The colors red and yellow are warranted against significant fading for only two years.

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90 mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*

Policies

Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

Cancellation and Return Policy

To view our return policy, please visit superiorrecreationalproducts.com/returns. For information on Return Material Authorizations please call 1.800.327.8774.

Shipping Policy

To view our shipping policy, please visit superiorrecreationalproducts.com/shipping. For any further information please call 1.800.327.8774.

Appendix

Proper Care, Maintenance, and Safe Removal of the Shade Canopy

THINGS TO AVOID

SNOW, ICE, AND HIGH WINDS: Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

SOURCES OF HEAT: Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric or fireworks near the fabric..

SLACK CABLE IN CANOPY: Canopies with loose cables can fail.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. Canopy cables that are not maintained at optimum tension will be subject to shorter lifespans and potential failures earlier than our recommend cable replacement scheduling. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

GLIDE ELBOW™

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE: It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

PROPER AND SAFE: Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

REMOVAL OF THE CANOPY: Do not attempt to remove the canopy in strong or gusty winds.

STANDARD ELBOWS: For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8" or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down.
It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

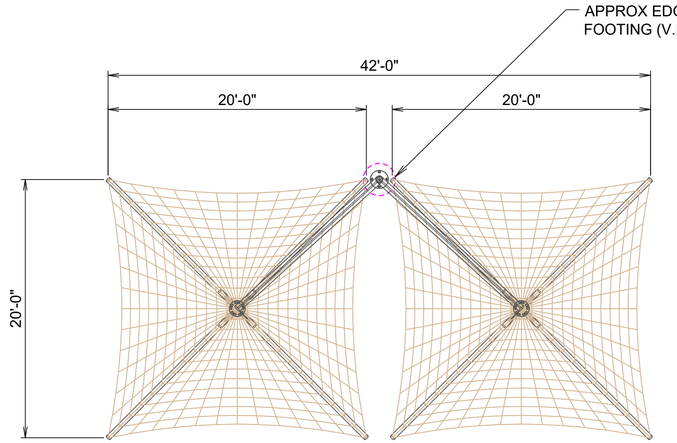
GLIDE ELBOWS: For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do no loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape.
When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

SHADE SAILS WITH FANS: For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

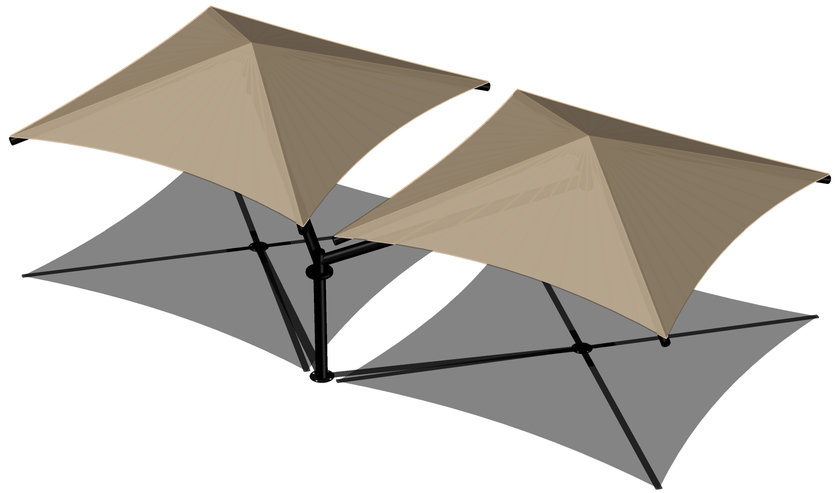
REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.

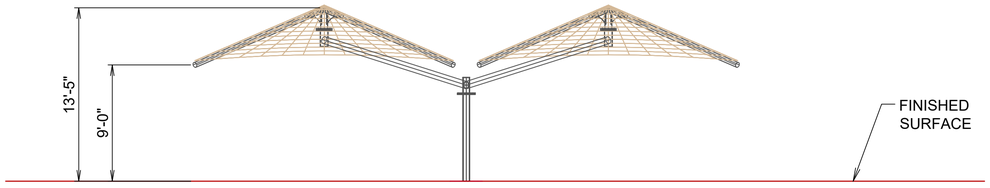
PLAN NORTH



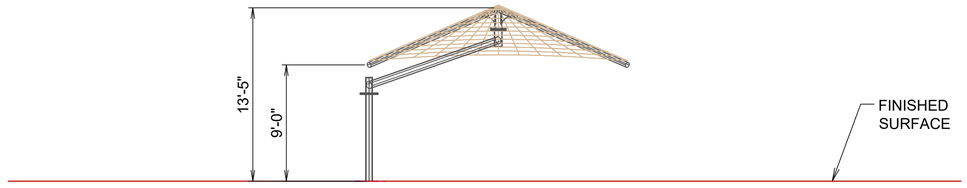
PLAN VIEW



PERSPECTIVE VIEW



SOUTH ELEVATION



WEST ELEVATION

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF USA SHADE AND FABRIC STRUCTURES AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

USASHADE

CORPORATE HEADQUARTERS
2580 ESTERS BLVD., SUITE 100
DFW AIRPORT, TX 75261
800-966-5005

CERTIFICATIONS:
IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER CERTIFICATION NUMBER (NEVADA): 355

CUSTOMER:
TOWN OF DISCOVERY BAY

PROJECT NAME:
DISCOVERY BAY POOL

LOCATION:
1601 DISCOVERY BAY BLVD
DISCOVERY BAY, CA 94505

STRUCTURE TYPE:
CUSTOM SPP CANTI DOUBLE

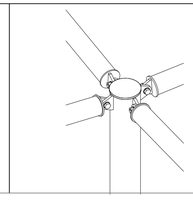
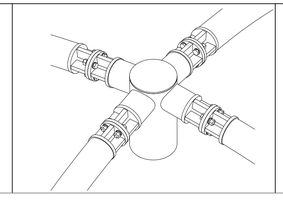
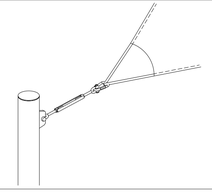
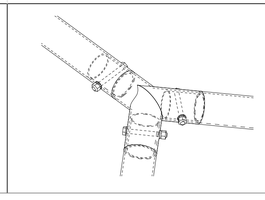
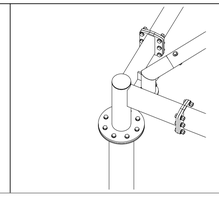
SIZE:
20'w X 9'e

DESCRIPTION	DATE	DRW	CHK	ENG

Drawn By :	YH	09/18/26
Checked By :	YH	09/18/26
Approved By :	YH	09/18/26

As manufactured and installed by:
USA SHADE

Contact:
Rob Leuer
(559) 474-0003, (800) 966-5005
rob.leuer@usa-shade.com

Notes:

-All structures will have bolted connections for shipping and installation purposes.

-Standard details being shown as an example. Final details t.b.d. during final Engineering phase.

-All dimensions and heights must be field verified prior to any final design, fabrication or installation work.

DRAWING DESCRIPTION:
VIEWS

DWG.
CA0826RL30538

PAGE
1000

REV.

Item F.1

Discovery Bay Community Center Pool Shade Structure Proposal

10/14/2026

Pricing Valid for 21 Days

Project Information:				**Sales Information:**	
Purchaser:	Town of Discovery Bay	**Contact:**	Monica Gallo	**Sales Rep:**	Rob Leuer
Project Name:	Discovery Bay Pool Shade - Discovery Bay, CA	**Phone:**	(925) 727-2167	**Phone:**	(559) 474-0003
Quote No:	CA0826RL30538-R0	**Email:**	mgallo@todb.ca.gov	**Email:**	Rob.leuer@usa-shade.com
Billing Address Information:		**Shipping Address Information:**		**Jobsite Information:**	
Name:	Town of Discovery Bay	**Name:**	Discovery Bay Community Center	**Name:**	Discovery Bay Community Center
Address:	1601 Discovery Bay Boulevard	**Address:**	1601 Discovery Bay Blvd.	**Address:**	1601 Discovery Bay Blvd.
City:	Discovery Bay	**City:**	Discovery Bay	**City:**	Discovery Bay
State:	CA	**State:**	CA	**State:**	CA
Zip Code:	94505	**Zip Code:**	94505	**Zip Code:**	94505
Contact:	Monica Gallo	**Contact:**	Monica Gallo	**Contact:**	Monica Gallo
Email:	mgallo@todb.ca.gov	**Email:**	mgallo@todb.ca.gov	**Email:**	mgallo@todb.ca.gov
Phone:	(925) 727-2167	**Phone:**	(925) 727-2167	**Phone:**	(925) 727-2167

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

CALIFORNIA:

1085 N. Main Street, Suite C
Orange, CA 92867

ARIZONA:

2415 S. 18th Place
Phoenix, AZ 85024

NEVADA:

3111 So. Valley View Blvd. Suite B-117
Las Vegas, NV 89102

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Item F.1

PRODUCTS						
DESCRIPTION		**DETAILS**			**UNIT PRICE**	**TOTAL**
20' x 40' Single Post Pyramid Double		Model Number	Dimensions	Entry Height		
QTY	**IMAGE**	144 Single Post Pyramid Cantilever	20' SPPC Double 20'x40'	9'		
1		Fabric Type	Fabric Color	Electrical Provisions	$32,597.99	$32,597.99
		Commercial_95FR	Desert Sand	Excluded		
		Steel Finish	Steel Color	Cable/HDW Finish		
		Coastal Primer w/ Powder Coating	Black	Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
		Drilled Pier	Recessed Base Plate	Included		
UNIT TOTAL:						$32,597.99

PRICING TOTALS:	
Unit Total	$32,597.99
Shipping/Handling *Subject to market fluctuation	$5,014.04
SUBTOTAL	$37,612.03
Sales Tax 8.75%	$3,291.05
Design/Engineering/PM	$3,500.00
Installation	$47,721.09
TOTAL PRICE	$92,124.17

PAYMENT TERMS

Payment terms subject to credit evaluation and approval

ENGINEERING REQUIREMENTS

Building Code	Wind Loads	Snow Loads
CBC2025	115MPH	5PSF

ENGINEERING NOTES

SCOPE OF WORK/NOTES

INCLUSIONS / EXCLUSIONS

INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED / EXCLUDED	INSTALLATION - MISCELLANEOUS
Included	**Sealed Drawings & Calculations**	Included	**Prevailing Wage / Certified Payroll**
Excluded	**Permit Submittal**	Excluded	**Union Wages**
Excluded	**Permit Fee**	Excluded	**Fencing**
Excluded	**DSA Submittal & Fees**	Excluded	**Water and Electrical**
Included	**Design and Engineering of Structure**	Excluded	**Landscape Repair**
Included	**Design and Engineering of Foundation**	Excluded	**Demolition (Existing Structures)**

Excluded	**Reactions and Loads for attachment to Walls, Rooftops, or Other**	Included	**Payment and Performance Bonds**
Excluded	**Foundation Location and Elevation Survey**	Excluded	**Special Inspection Fees**

Construction Assumptions

1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.

2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.

3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.

4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.

5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.

6) Barricades and public security requirements are not included.

7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.

9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.

10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are

detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.

2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

> "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

6) **Insurance Requirements**: Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of theCompany's standard insurance is available for your review prior to acceptance of the Company's proposal.

7) **Payment**: Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

8) Lien Releases: Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:

    1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing the purchase.
    2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.
    3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality

control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.

4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don't hesitate to contact us via phone, email, or our website's contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)

13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, and fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will repair or manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Precontraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.

- Sewing thread is warranted for ten years.

- These limited warranties are effective from the date of shipped, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.

- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.

- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors

to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.

- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.

- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.

- These limited warranties are void if:

    - the supplied structures, products, services and/or labor are not paid for in full;
    - the structures are not assembled in strict compliance with USA SHADE specifications;
    - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

- These limited warranties do not cover defects and/or damages caused by:
    - normal wear and tear;
    - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
    - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
    - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.

- The limited warranties explicitly exclude:
    - workmanship related to assembly not provided by the Company or its agents;
    - fabric curtains, valances, and flat vertical panels;
    - fabric tops installed on structures that were not engineered and originally supplied by the Company.

- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.

- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are

detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution**: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is

understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

27) Electronic Signatures. Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

PURCHASER

Town of Discovery Bay

NOTE: All purchase orders and contracts should be drafted in the name of

Shade Structures, Inc.

Signature:

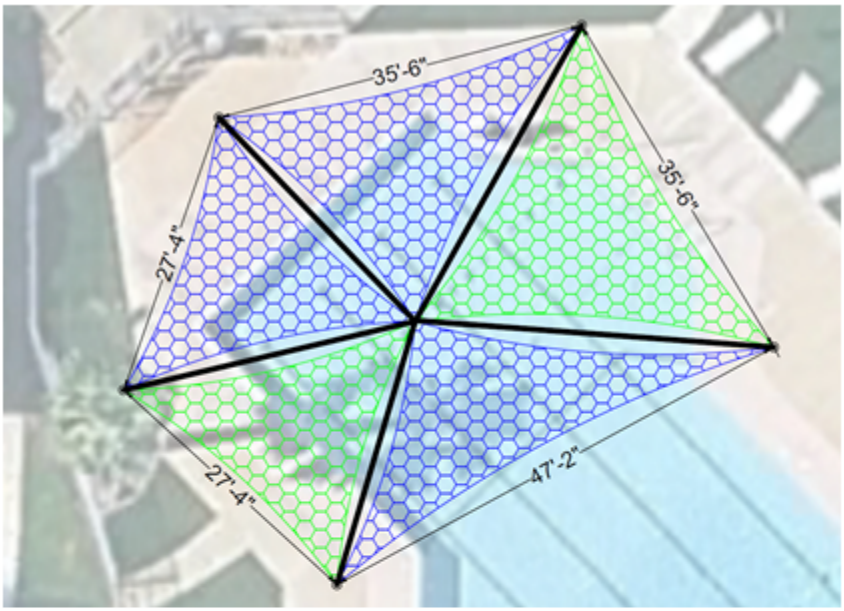
By:

Title:

Date:

Item F.1

PACIFIC SHADE SAILS DESIGN



Similar to this, yet no upper sails.



Thanks

Item F.1

Pacific Shade Sails | Shadeology

Corporate address

3781 14th Ave NE Naples, FL

34120

+19164679371

Estimate

ADDRESS

Monica Gallo

Town of Discovery Bay

1601 Discovery Bay Blvd

Discovery Bay, CA 94505

SHIP TO

Monica Gallo

Town of Discovery Bay

1601 Discovery Bay Blvd

Discovery Bay, CA 94505

ESTIMATE # 2805

DATE 07/29/2026

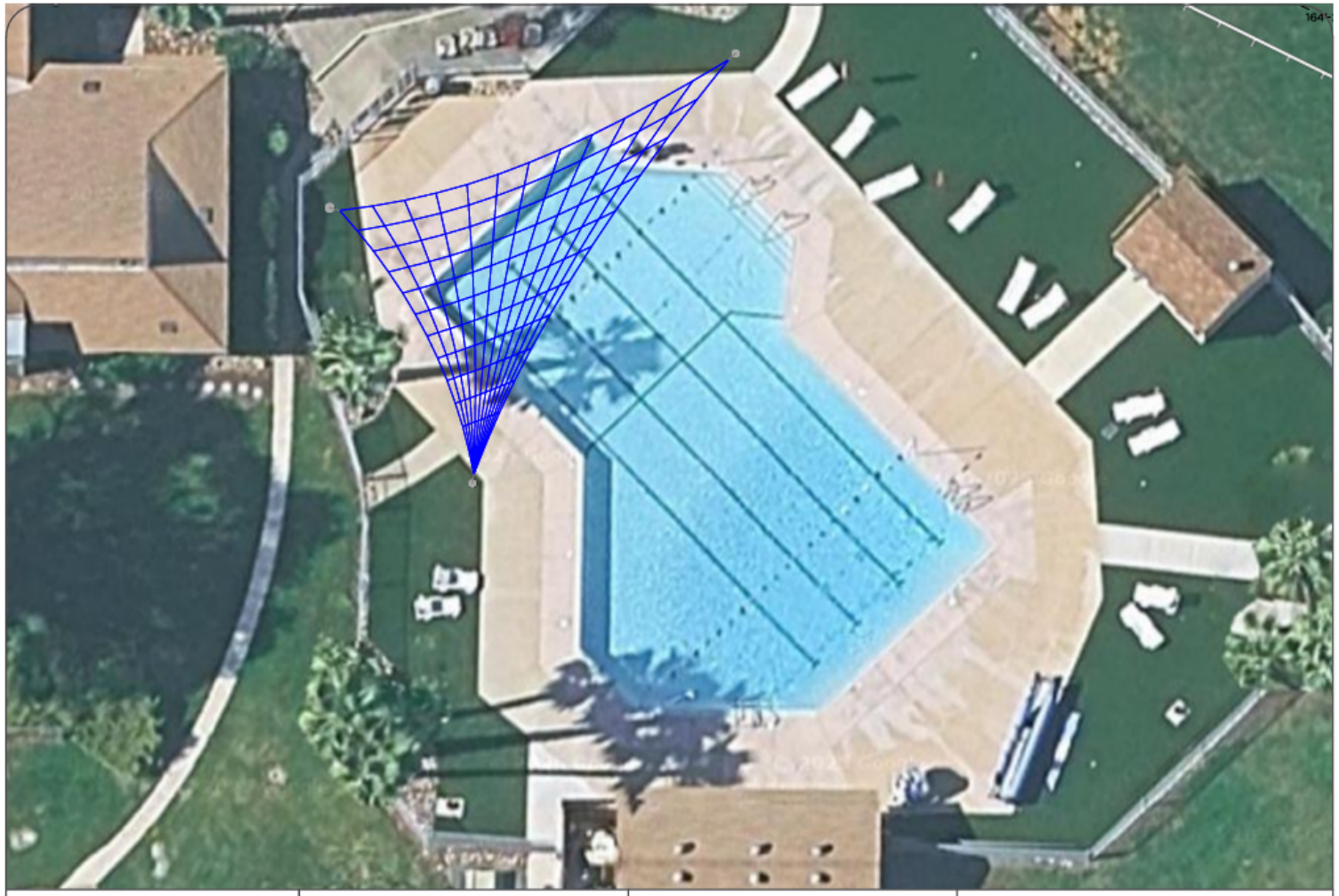
PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Shade Sail Structure	Custom Multi Panel Pentagon Shade Sail structure consisting of (5) columns and (5) Fabric Sails. 10' Eave - Pier Mounted Colors TBD Excludes any electrical access for lighting	1	59,763.00	59,763.00T
Design & Engineering	CA Professional Engineered drawings and Calculations	1	1,110.00	1,110.00
ABT	Anchor Hardware and Templates Estimated at this time and subject to change due to final engineering	1	3,500.00	3,500.00T
Installation	Installation of footings and structure Includes prevailing wage and DIR Cert	1	42,000.00	42,000.00T
Shipping	Freight and Shipping Costs ALL COSTS ARE SUBJECT TO CHANGE DUE TO ENGINEERING OR CITY REQUIREMENTS	1	14,925.00	14,925.00

SUBTOTAL	121,298.00
TAX	9,210.51
TOTAL	**$130,508.51**

Accepted By

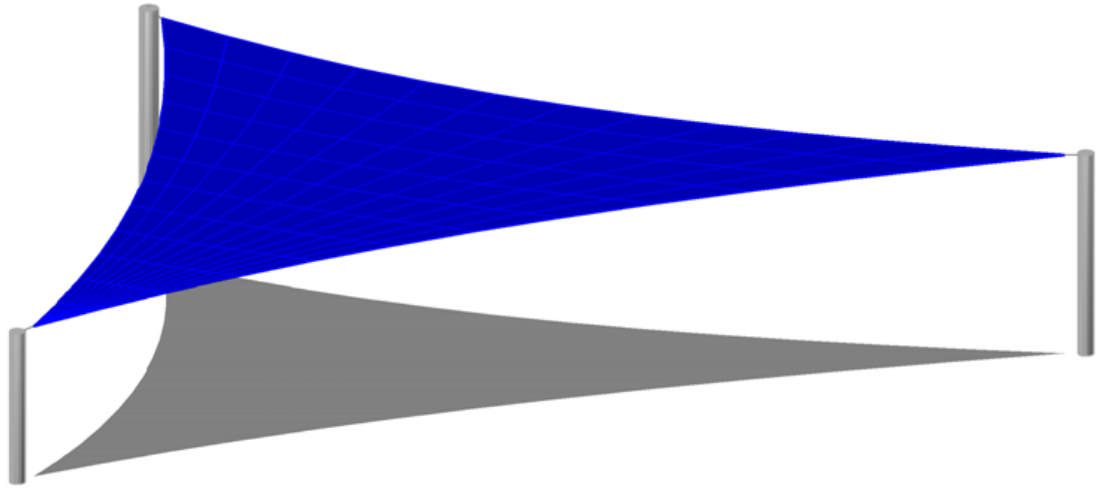
Accepted Date

Superior Shade/MRC GameTime



Superior Shade	PROJECT NAME: DISCOVER BAY COMMUNITY CENTER QUOTE: QUO0312129 TITLE: Proposal	DATE: 8/29/2025 DRAWN BY: JSJ SCALE: Not to Scale SHEET: 1 of 1	*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.*

Superior Shade/MRC GameTime



Superior Shade	PROJECT NAME: DISCOVER BAY COMMUNITY CENTER QUOTE: QUO0312129 TITLE: Proposal	DATE: 8/29/2025 DRAWN BY: JSJ SCALE: Not to Scale SHEET: 1 of 1	*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.*

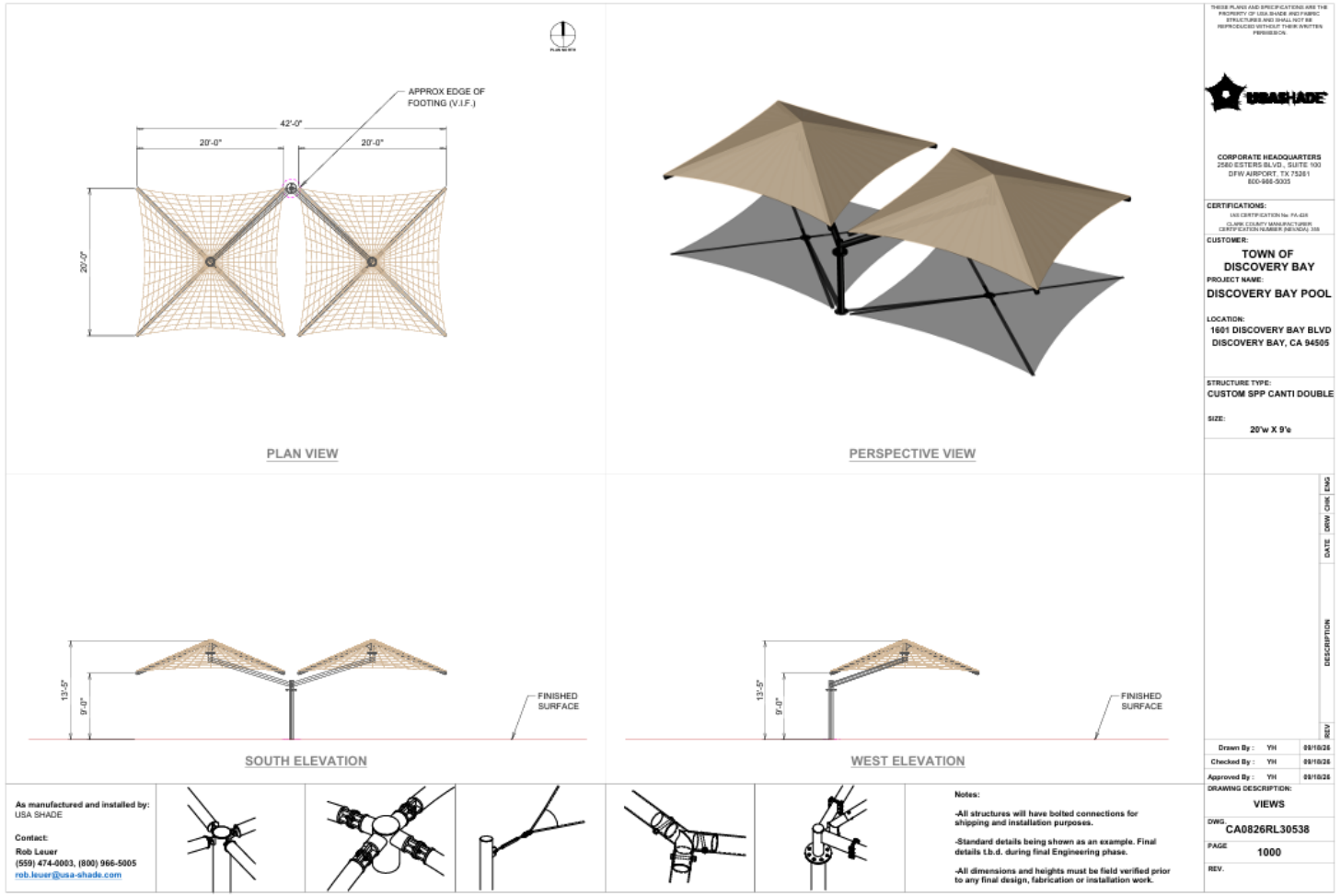
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Superior Shade/MRC GameTime



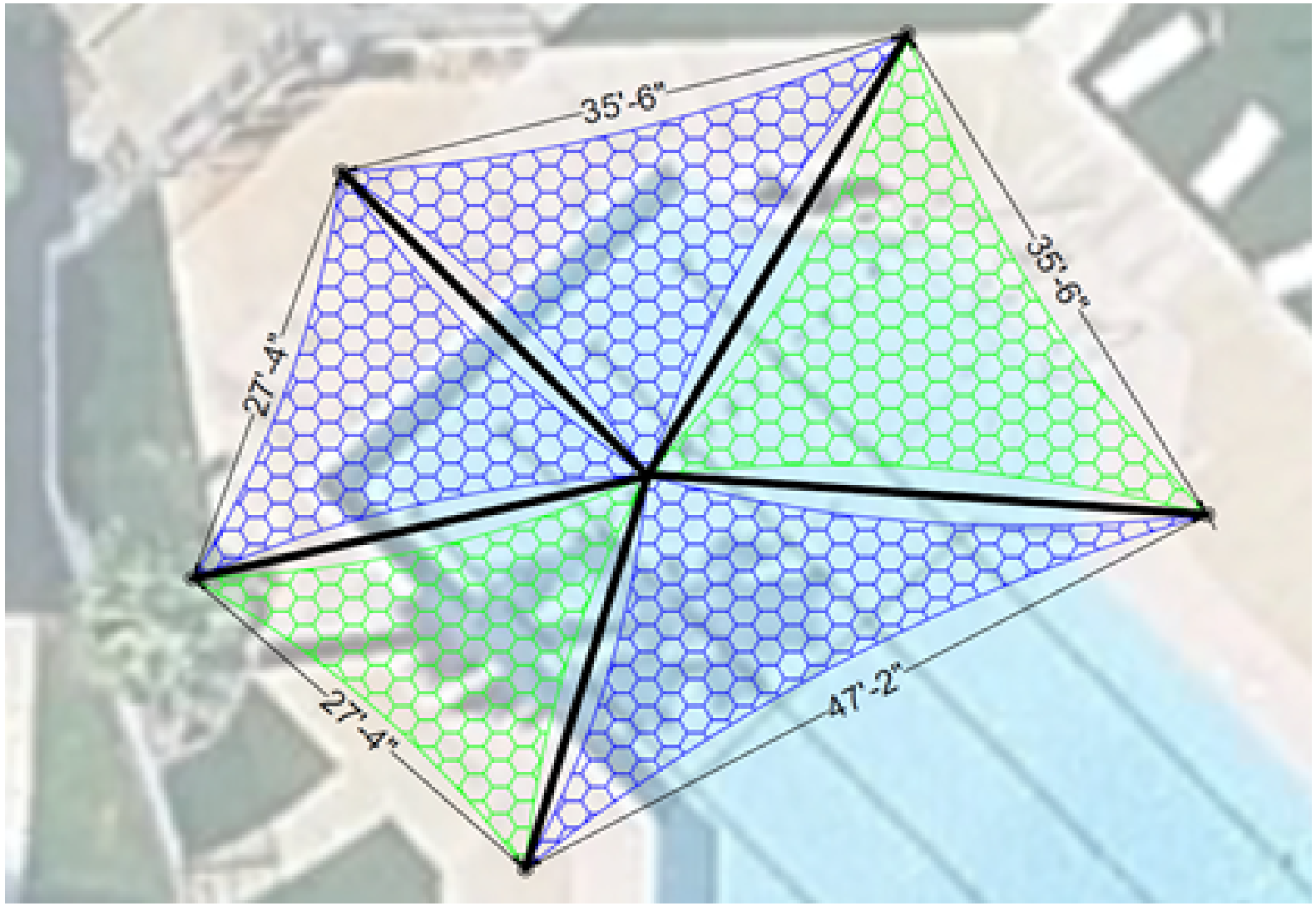
Item F.1

USA SHADE



Item F.1

Pacific Shade



Pacific Shade

Similar to this, yet no upper sails.

