



# BUYBOARD QUOTE

103 Red Bird Lane  
Austin, Texas  
78745-3122

TO: City of Schertz  
Attn: Jared Montney  
Address: 1400 Schertz Pkwy, Schertz, Texas 78154  
Install Site: Schertz, Texas 78154  
Phone: 210-488-4252  
Email: [jmontney@schertz.com](mailto:jmontney@schertz.com)

**BUYBOARD CONTRACT #512-16**

PLEASE FAX YOUR PO & SIGNED QUOTE TO  
BUYBOARD & T.F. HARPER & ASSOCIATES LP TO  
INSURE COMPLIANCE & RECEIPT OF YOUR  
ORDER.

QUOTE #: 112218-03tb  
DATE: November 22, 2018

## Rhine Valley Park - Shade Structure over Playground

QTY	DESCRIPTION OF EQUIPMENT	UNIT PRICE	TOTAL COST
1	Modern Shade 4 Post HIP Shade Canopy, 36' X 45' X 14' Eave Height, In-Ground		\$16,614.00
	Shade Structures are designed for 90 mph winds, 3 second gusts, 5 psf live load; membranes must be removed if weather conditions are expected to exceed design limits.		
	<b>Less Discount</b>		(\$1,661.00)
1	Freight on Above Equipment		\$358.00
1	Installation on Above Equipment		\$8,496.00
1	Sealed Engineered Drawings		\$750.00
1	Remove (1) Roof from Play Structure; Cut Posts and Install Post Caps		\$625.00
	<b>Permit, if needed, can be obtained but are not included in pricing.</b>		
		Sales Tax	Exempt
<b>TOTAL</b>			<b>\$25,182.00</b>

**QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION  
PRICING IS BASED ON GOOD ACCESS TO THE INSTALL AREA BY TRUCK/BOBCAT.**

**NOT INCLUDED: Sales Taxes, Permits, Bonds (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings, Any Necessary Tree Trimming.**

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

**Payment Terms: 50% due (\$12,591.00) with signed quote and balance due upon completion of work and receipt of invoice.  
Estimated Delivery & Installation: 10 weeks after receipt of signed quote & color selections.**

**PLEASE SIGN & RETURN ATTACHED ROCK/UNDERGROUND UTILITY CLAUSE WITH YOUR SIGNED QUOTE.**

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. # (if applicable): \_\_\_\_\_

Thank you for giving us the opportunity to quote this equipment.  
Shawn Cooper

*Commercial Play and Recreational Equipment*





P.O. Box 150069  
Austin, Texas  
78715-0069

## Warranty

Modern Shade, LLC. ("MODERN SHADE") warrants that all Commercial Shade Products (Product) sold shall be free of defects in materials or workmanship. The Warranty set forth shall be the purchaser's sole and exclusive Warranty and is effective from the date of Product shipment or pickup. MODERN SHADE further warrants:

**LIMITED 20 YEAR NON-PRORATED WARRANTY** against failure due to rust-through corrosion on all Commercial steel frames with the exception of powder coated steel frames installed within 5 miles of the coast which has a 10 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion. Failure to provide routine maintenance as stated in the below Required Maintenance and Care will void the Warranty.

**LIMITED 10 YEAR NON-PRORATED WARRANTY** on all Commercial shade fabric and Teflon stitching against cracks, tears, material breakdown or significant fading as a direct result of ultra-violet exposure with the exception of Red, which carries a 3 year limited warranty. MODERN SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

**LIMITED 1 YEAR WARRANTY** on all moving parts, surface coat finish or any other product or part not covered by one of the above warranties.

All of the above Warranties exclude any cosmetic issues. MODERN SHADE reserves the right to repair or replace any item covered by this Warranty. MODERN SHADE shall deliver all repaired or replacement part or parts to the customer **FREE OF CHARGE**. MODERN SHADE shall not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. All Repaired or Replacement parts shall be warranted for remainder of original warranty. The Warranty shall be void if the Product is not paid for in full within 30 days. MODERN SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability. The Warranty is void if the Product is not installed in strict compliance with the MODERN SHADE specifications. Purchaser shall notify MODERN SHADE in writing within thirty (30) days following the discovery of the alleged defect, detailing any defects for which a Warranty claim is being made; otherwise the Warranty shall be void. The Warranty shall be void if damage to the Product or any of its components is caused by misuse; harmful chemicals; excessive loads, pressures or forces such as abnormal weather conditions outside or in excess of the design specifications; acts of God; falling objects other than hail; explosions; fire; riots; civil commotion; vandalism; external forces; acts of war; radiation; harmful fumes or foreign substances in the atmosphere; floods; abuse by machinery, equipment or any persons; immersion in salt or chlorine water; not performing maintenance as described in the below Required Maintenance and Care; causes not within MODERN SHADE'S control; or if modifications are made to the Product without prior written consent from MODERN SHADE including but not limited to attaching signs, banners, lights or decorations. All Commercial shade products are designed for 90 MPH wind speed (three second gusts) and 5 PSF snow load, unless otherwise stated. Fabric Tops must be removed if weather conditions are expected to exceed these design limits. Commercial steel frames without a membrane top are designed for 150 MPH wind speed (three second gusts). Light fixtures are limited solely to the manufacturer's warranty.

### Liability Limitation:

Modern shade shall not, in any event, be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the product covered hereby, it's design, use, any inability to use the same or any delay in delivery of the same. Furthermore, it is understood and agreed that the sole and exclusive remedy with respect to defective product shall be the repair, correction or replacement thereof pursuant to the foregoing provisions. Should the product or any part of it prove so defective, however as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the product, or part thereof which is defective, upon its return to modern shade. Furthermore, modern shade is not liable for damage to property caused by rain or hail. Corrections of non-conformities and defects in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of modern shade to the customer, whether based on contract, negligence or otherwise with respect to or arising out of such product. No warranties or representation at any time made by any sales representative, dealer, agent or any person shall be effective to vary or expand the above express warranty or any other term hereof.

### Required Maintenance and Care

**Failure to provide the following routine maintenance shall void the Warranty.**

#### *Maintenance of Fabric Tops:*

Fabric tops should be checked annually to ensure proper cable tension is maintained throughout the Warranty period. To remove dirt or bird droppings from fabric tops, simply spray the underside with water. For stubborn dirt, mild dish soap may be applied and rinsed.

#### *Maintenance of Steel Frame:*

Owner is responsible for routine maintenance to preserve the finish and welded joints. If surface rust or corrosion appears (regardless of cause), owner shall remove with sand paper or wire brush, prime and repaint. Ensure all connecting hardware is properly secured. Ensure all bolted connections and slip fit joints are caulked as needed. Failure to provide routine maintenance will void the Warranty.

(512) 385-4100

(877) 385-3444 TF

(512) 385-4103 F



# OPTIONS

actual colors may vary from sample

## Fabric Features

- Fade and tear resistant; will not crack, rot or fray
- 90 mph nominal wind load and 5 psf snow load with fabric attached
- High-density polyethylene woven architectural fabric, 89.3% - 97.7% Ultraviolet Resistant
- Sewn with Tenara™ Ultraviolet Rated Bonded Teflon thread utilizing the lock stitch sewing method
- Approved Fire Rating as a result of the ASTM E-84 (Class A)
- Fabric pockets are double folded to provide extra reinforcement
- OEKO-TEX Certification - certified free of harmful chemicals like lead & phthalates
- Greenguard Certification - great for schools and use with children, this certifies that materials contribute to healthy air quality (low chemical emissions)
- Melanoma International Foundation Seal of Approval - this product is effective in preventing sun damage to the skin or eyes

## Structural Information

- High Strength Pre-galvanized and ASTM
- TGIC polyester powder shall meet or exceed ASTM standards for adhesion, hardness, impact, flexibility, over bake resistance, and sea spray resistance
- The manufacturer shall provide a 20 year non-prorated warranty against failure due to rust-through corrosion on steel frames
- Structural steel tubular products shall be cold-formed structural quality carbon steel complying with ASTM A-500, Grade B except where engineer drawings specify otherwise
- Primed with Zinc rich primer
- Powder coated in the approved color by electro-statically applying and baking at 400 degrees Fahrenheit to a thickness between 3.0 - 5.0 mil for a consistent glossy finish
- Welding performed in accordance with the latest edition of the American Welding Society Structural Welding Code ASW D11
- Standard practice welding performed using E-70 electrodes or gas-metal arc welding utilizing ER 70- S6
- Installation, design, and structural specifications shall be in accordance with ASTM Structural Specifications for Bolted Connections

## Fabric Color Options

 <b>Natural</b> 96.8% UVR Block	 <b>Desert Sand</b> 96.4% UVR Block	 <b>Cedar</b> 94.7% UVR Block	 <b>Brown</b> 94.6% UVR Block
 <b>Cayenne</b> 94.0% UVR Block	 <b>Cherry Red</b> 89.3% UVR Block	 <b>Deep Ocher</b> 94.4% UVR Block	 <b>Brunswick Green</b> 95.1% UVR Block
 <b>Sky Blue</b> 93.8% UVR Block	 <b>Aquatic Blue</b> 93.6% UVR Block	 <b>Turquoise</b> 94.3% UVR Block	 <b>Navy Blue</b> 95.2% UVR Block
 <b>Rivergum</b> 92.3% UVR Block	 <b>Steel Grey</b> 93.0% UVR Block	 <b>Gun Metal</b> 97.7% UVR Block	 <b>Black</b> 97.4% UVR Block <b>Yellow</b> 97.1% UVR Block

## Limited Warranty

Modern Shade LLC offers a 10 year non-prorated warranty on the shade fabric, a 20 year non-prorated warranty on steel frames and a 1 year warranty on all moving parts, surface coat finish, or any other product or part not covered by the above warranties.

## Powder Coat Color Options

(Hot Dip Galvanized finish available upon request)

 <b>Signal Red</b> RAL 5005	 <b>Brown Red</b> RAL 3011	 <b>Sepia Brown</b> RAL 8014	 <b>Beige</b> RAL 1001
 <b>Signal Blue</b> RAL 5005	 <b>Cobalt Blue</b> RAL 5013	 <b>Moss Green</b> RAL 6005	 <b>Zinc Yellow</b> RAL 1018
 <b>Traffic Black</b> RAL 9017	 <b>Window Grey</b> RAL 7040	 <b>Light Ivory</b> RAL 1015	 <b>Signal White</b> RAL 9003





103 Red Bird Lane  
Austin, Texas  
78745-3122  
playground@tfharper.com

**ROCK CLAUSE**

IN THE EVENT THAT SITE SOIL OR ROCK CONDITIONS ARE SUCH TO PREVENT NORMAL INSTALLATION TIME AND PROCEDURES, THE OWNER/CUSTOMER WILL BE RESPONSIBLE FOR ADDITIONAL EQUIPMENT AND LABOR EXPENSES IN THE AMOUNT OF SIX HUNDRED AND FIFTY AND NO/100 DOLLARS (\$650.00) PER DAY IN ORDER TO ACCOMPLISH THE INSTALLATION.

**UNDERGROUND UTILITY CLAUSE**

NEITHER T. F. HARPER & ASSOCIATES, ITS EMPLOYEES OR ITS SUB-CONTRACTORS ARE RESPONSIBLE FOR ANY DAMAGE DONE TO ANY TYPE OF UNDERGROUND UTILITIES ON THE SITE CHOSEN BY THE PROPERTY OWNER/MANAGER TO INSTALL THE EQUIPMENT UNLESS THE OWNER/MANAGER HAS THESE LINES ACCURATELY STAKED PRIOR TO INSTALLATION COMMENCEMENT. WITHOUT PROPER AND ACCURATE STAKING OF THESE UNDERGROUND LINES, ANY COSTS INCURRED TO REPAIR DAMAGED LINES OR TO RENDER MEDICAL TREATMENT IN THE EVENT OF INJURY TO A T. F. HARPER & ASSOCIATES EMPLOYEE OR SUB-CONTRACTOR DUE TO CONTACT WITH UNMARKED UNDERGROUND LINES, SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER/MANAGER. T.F. HARPER & ASSOCIATES, ITS EMPLOYEES OR SUB-CONTRACTORS CANNOT PROCEED WITH ANY JOB WHERE UNDERGROUND LINES ARE THOUGHT TO BE PRESENT WITHOUT ACCURATE MARKINGS.

THE TERMS OF THIS PROPOSAL ARE UNDERSTOOD AND AGREED UPON BY THE UNDERSIGNED. THE UNDERSIGNED, AS THE OWNER OR REPRESENTATIVE OF THE OWNER, SWEARS TO BE AUTHORIZED TO SIGN THIS LEGAL AND BINDING AGREEMENT, THEREFORE ACCEPTING LEGAL RESPONSIBILITY AND LIABILITY FOR THE FULFILLMENT OF THE ABOVE TERMS.

Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_

