

BUYBOARD QUOTE

103 Red Bird Lane Austin, Texas 78745-3122

TO: Willaimson County Regional Animal Shelter

Attn: Cheryl Schneider

Address: 1855 SE Inner Loop | Georgetown, TX 78626

Ship to: Same as Above Phone: 512-943-3597

Email: cschneider@wilco.org

CONTRACT #512-16

FOR PURCHASE THRU BUYBOARD.
PLEASE FAX YOUR PURCHASE ORDER
AND SIGNED QUOTE TO BUYBOARD AND
T.F. HARPER & ASSOCIATES LP TO INSURE
COMPLIANCE & RECEIPT OF YOUR ORDER.

QUOTE #: 062819-03-GL DATE: June 28, 2019

Willaimson County Regional Animal Shelter Shade Fabric Canopy

QTY	DESCRIPTION OF EQUIPMENT			UNIT PRICE	TOTAL COST
2	Modern Shade Residential SP Cantilever Hip Shade Canopy, 12' x 15' x 8'			\$3,209.75	\$6,419.50
I	Modern Shade 4 Post Hip Shade Canopy, 20' x 26' x 8'			\$4,960.15	\$4,960.15
I	Modern Shade 4 Post Hip Shade Canopy, 28' x 29' x 8'			\$6,757.00	\$6,757.00
	Shade Structures are designed for 90 mph winds at 3 second gusts, 5 psf live load; membranes				
	(tops) must be removed if weather conditions are expected to exceed design limits.				
			Less Buyboard Discount		\$1,269.57
I	Freight on Above Equipment				\$300.00
I	Installation	<u> </u>			\$4,237.60
				Sales Tax	EXEMPT
			TOTAL		\$23,943.82

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE.

PRICING IS BASED ON GOOD ACCESS TO THE INSTALL AREA BY TRUCK/BOBCAT.

NOT INCLUDED: Sales Tax (RESALE OR EXEMPTION CERTIFICATE REQUIRED), Permits, Bonds/Fees (if required), Off-Loading, Assembly & Installation

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 (+/- I-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 (\$11,971.91) with signed quote and balance due upon completion of work and receipt of invoice. Estimated Delivery & Installation: 11 weeks after receipt of signed quote, deposit & color selections.

Accepted by:				
Date:	P.O. # (if applicable):			

PLEASE ISSUE PURCHASE ORDER IN VENDOR NAME OF T.F. HARPER & ASSOCIATES, LP

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

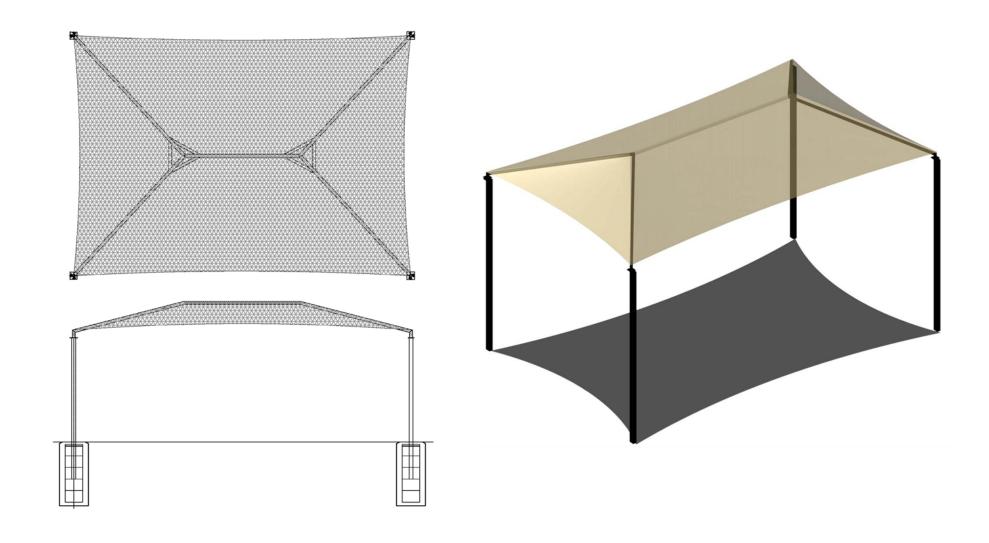
Jessica Carter, Sales Consultant













Shade

In today's world, shade and protective covers are becoming increasingly more necessary. At Modern Shade LLC, we are aware of the environmental benefits of protective coverings and have devoted our time and effort to developing the best products for those needs. We are passionate about what we do and as a result have designed our products with the strength and modern appeal that customers are demanding. At Modern Shade LLC, we utilize the strongest shade fabric and support structures available and our products are supported by a warranty that backs that promise. Let us show you the difference!













Shade Needs:

Auto Dealers

Patio Covers

Outdoor Dining

Features & Benefits:

UV stabilized polyethylene

Up to 95% UV protection from harmful sun rays

Quick installation procedures

Netting is porous allowing hot air to escape causing a cool cushion under the

Excellent warranty gives

peace of mind

Fire rated materials

- minimal disruption

shade

Carports

Parking

Parks and Recreation







www.modernshadellc.com 877.385.3444 Local: 512.385.4100 Fax: 512.385.4103





Fabric Features

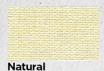
- · Fade and tear resistant; will not crack, rot or fray
- 90 mph nominal wind load and 5 psf snow load with fabric attached
- High-density polyethylene woven architectural fabric, 89.3% 97.7% Ultraviolet Resistant
- Sewn with Tenara TM Ultraviolet Rated Bonded Teflon thread utilizing the lock stitch sewing method
- Approved Fire Rating as a result of the ASTM E-84
- 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 D1.1
- 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



96.8% UVR Block



Cavenne 94.0% UVR Block







96.4% UVR Block



Cherry Red 89.3% UVR Block



93.6% UVR Block



Steel Grev 93.0% UVR Block



Cedar 94.7% UVR Block



Deep Ochre 94.4% UVR Block



Turquoise 94.3% UVR Block



Gun Metal 97.7% UVR Block



Brown 94.6% UVR Block



Brunswick Green 95.1% UVR Block



Navy Blue



Black Yellow 97.4% 97. UVR Block 97.1%

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)



Traffic Black RAL 9017

Window Grey **RAL 7040**

























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 HDPE 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.

Note: All HDPE Commercial shade fabric and Teflon stitching over 40' in length carry a limited 5 year non-prorated warranty. Other non-HDPE fabrics are covered by their respective manufacturer's warranty.

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.