



QUOTE

1685 S FM 1626
Buda Texas
78610

To: City of Bastrop
Attn: Donald Smuck
Address: 300 Water St Bastrop, TX 78602
Install Site: 301 Hunters Crossing Blvd Bastrop, TX 78602
Phone: (512) 332-8920
Email: dsmuck@cityofbastrop.org

QUOTE #: 06202023-JG-103R
DATE: July 25, 2023

BuyBoard #679-22

Hunter's Crossing

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
1	Modern Shade 4 Post Hip Super 40'W x 40'L x 12'H - Inground 24" x 7' piers	\$ 20,271.25	\$ 20,271.25
1	Install: Mobilization, New Footers, Assembly, and Installation of Modern Shade Canopies Above	\$ 15,338.00	\$ 15,338.00
1	Underground Utilities Survey	\$ 1,500.00	\$ 1,500.00
1	Sealed Engineered Drawings	\$ 1,000.00	\$ 1,000.00
1	T.F. Harper Discount	\$ (1,143.28)	\$ (1,143.28)
Notes	\$ (20,522.96) DEPOSIT FOR EQUIPMENT NEEDED WITH SIGNED PO / CONTRACT	Sub-Total	\$ 36,965.97
	Modern Shade Canopies Wind Loads (90MPH including 3 gusts) Live Loads (5PSF including snow)	Freight	\$ 251.71
		Sales Tax	EXEMPT
		TOTAL	\$ 37,217.68

QUOTE IS VALID FOR 20 CALENDAR DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION

August 14, 2023

PRICING IS BASED ON FULL ACCESS TO INSTALL AREA BY TRUCK / BOBCAT / SKYTRAK.

NOT INCLUDED: Permits, Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping).

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.). By signing or issuing a PO to this quote, you are hereby agreeing to the attached Utility/ Rock Clause. If underground utilities are unknown and unmarked pricing is subject to an additional \$1,500.00 fee or signed waiver waving financial responsibility in case any underground utilities are damaged during installation.

Payment Terms: Deposit for equipment cost due (\$20,522.96); balance due upon completion of work and receipt of invoice.

Estimated Delivery & Installation: 14-16 weeks after receipt of signed quote, deposit and color selections.

Lead Time may vary dependent on manufacturers schedule for distribution

Accepted by: _____

Date: _____

P.O. # (if applicable): _____

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



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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 FOUR HUNDRED AND FIFTY AND NO/100 DOLLARS (\$450.00) 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: _____



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UNDERGROUND UTILITIES WAIVER

AT YOUR REQUEST WE WILL INSTALL EQUIPMENT IN THE LOCATION AS DIRECTED. YOU HAVE NOT CONTRACTED WITH US TO PERFORM UNDERGROUND UTILITIES SURVEYING FOR THIS AREA.

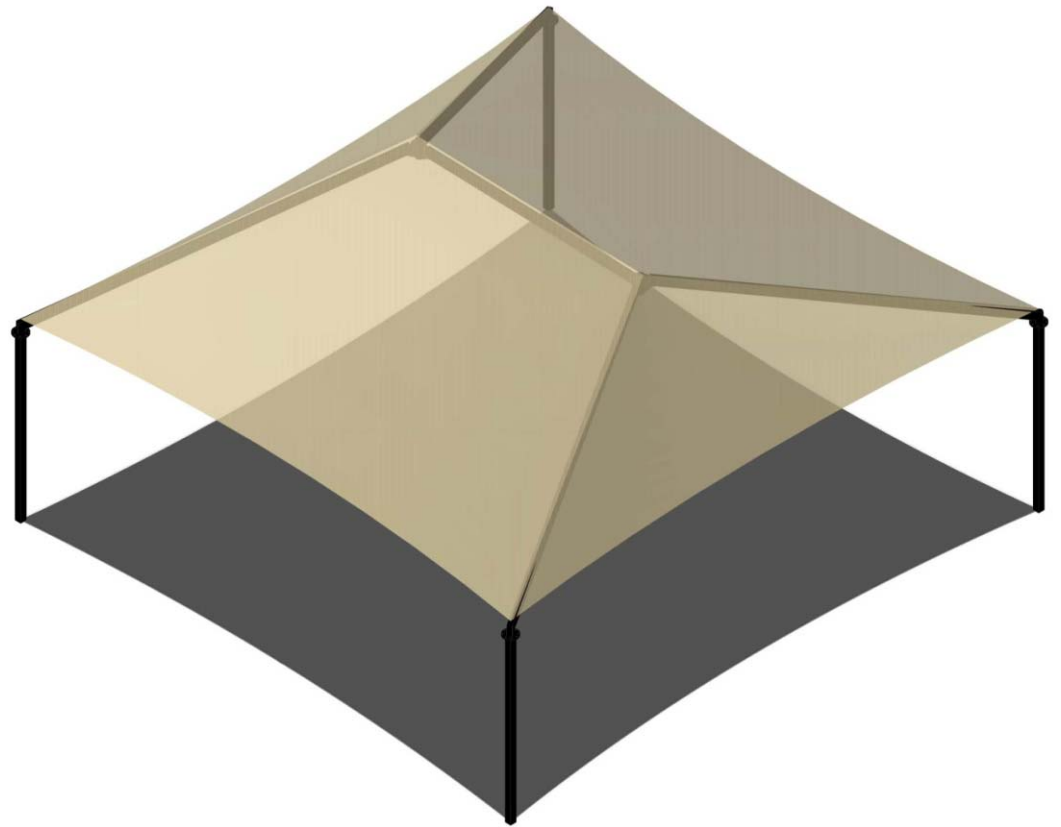
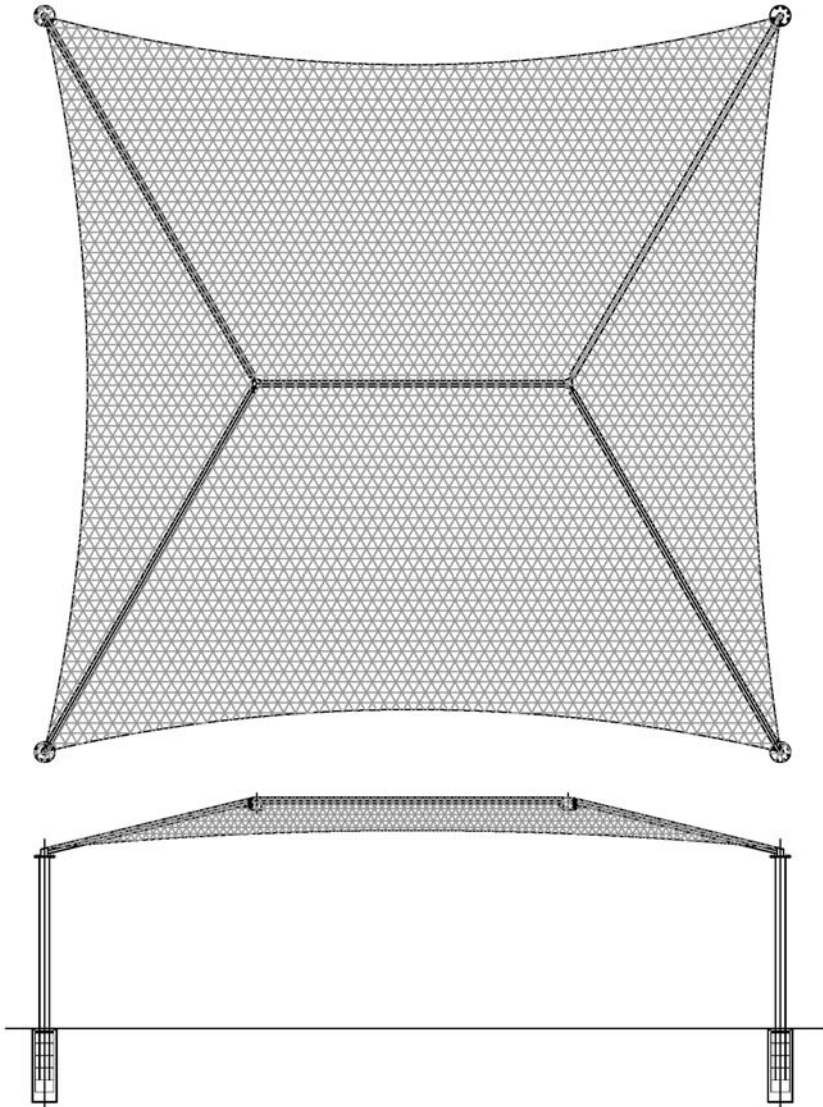
T. F. HARPER & ASSOCIATES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGED UNDERGROUND UTILITIES THAT ARE NOT CLEARLY MARKED PRIOR TO MOBILIZATION.

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: _____

4 POST HIP- SUPER STRUCTURE





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Color Selection Worksheet

Customer Name: _____

Project Name: _____

SHADE FABRIC COLORS:

- _____ Charcoal
- _____ Turquoise
- _____ Rivergum
- _____ Navy Blue
- _____ Desert Sand
- _____ Cedar
- _____ Brown
- _____ Aquatic Blue

- _____ Yellow
- _____ Steel Grey
- _____ Royal Purple
- _____ Natural
- _____ Deep Ochre
- _____ Cayenne
- _____ Bright Green

- _____ White
- Sky Blue
- _____ Orange
- _____ Gun Metal
- _____ Cherry Red
- _____ Brunswick
- _____ Black

POWDER COAT POLE COLORS:

- _____ Signal White
- _____ Signal Red
- _____ Beige
- _____ Cobalt Blue
- _____ Zinc Yellow
- _____ Window Grey

- _____ Brown Red
- _____ Sepia Brown
- _____ Signal Blue
- Moss Green
- _____ Traffic Black
- _____ Light Ivory

Approved by: _____ (Print Name) _____ (Signature) _____ (Date)





Claim Procedure: In the event a warranty claim is required, please contact
Jacquelyn Gonzales, Project Coordinator / Estimator
800-976-0107 or 512-440-0707
FAX: 512-440-0736

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, its 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.



Claim Procedure: In the event a warranty claim is required, please contact

Jacquelyn Gonzales, Project Coordinator / Estimator
800-976-0107 or 512-440-0707
FAX: 512-440-0736



Modern Shade

Premium Fabric Shade Structures

June 30, 2022

To: All our Valued Dealers and Customers From: Modern Shade LLC
Re: Price Increase Notification

Due to significant cost increases throughout our supply chain, we have had to implement price increases across our entire product line. In 2022 alone, our labor cost has risen more than 20% and fabric prices increased again on June 17, 2022. We hope prices have finally stabilized but it's difficult to forecast future shortages and inflation. We appreciate your continued partnership and understanding as we navigate these challenging times.

Please contact us with any questions you may have.

Thank you,

Clay Bridwell, CEO