COLLEGE STATION I.S.D. 1812 WELSH, COLLEGE STATION, TX. 77840 (979) 764-5408 * FAX (979) 694-5636

PURCHASING OFFICE

INTER-DEPARTMENTAL MEMO

TO:

Mike Martindale

DATE:

June 13, 2016

SUBJECT:

Shade Structures for Forest Ridge Elementary

The Principal at Forest Ridge Elementary has identified two shade structures needed for this campus and has requested the attached quote from T.F. Harper. This quote is a result of several meetings with the vendor, Forest Ridge Elementary PTO and the Executive Director of Facilities. This proposal is per the Texas Local Government Statewide Purchasing Cooperative (Buy Board) which College Station ISD is a member. All equipment has been competitively bid and awarded by the Cooperative's Board of Trustees based on state statutes.

It is the recommendation of Mark Pantel, Director of Purchasing and Terresa Katt, Principal of Forest Ridge Elementary to purchase the two shade structures delivered and installed at Forest Ridge Elementary from T.F. Harper for \$62,698.00. The total amount of the project will be \$64,673 with the engineered drawings and permit.

A large portion of this project will be funded by the Forest Ridge Elementary PTO with the final \$23,248 to be paid from 2015 Bond Funds.

Mark Pantel, Director of Purchasing

Terresa Katt Principal of Forest Ridge

Elementary



BUDGET ESTIMATE

103 Red Bird Lane Austin, Texas 78745-3122

BF040716-03tb

April 7, 2016

BUDGET#:

DATE:

TO: College Station ISD

Attn:

Teresa Katt, Principal

Address: College Station, Texas

Install Site: Forest Ridge Elem, College Station, Texas

Phone: 979-777-4563 cell Email: <u>tkatt@csisd.org</u> Forest Ridge Elementary
Playground Shade

Buyboard Contract #423-13

QTY	DESCRIPTION OF EQUIPMENT	UNIT PRICE TOTAL COST

	Shade Structures are designed for 90 mph winds at 3 seco		
	Cost to Obtain Permit, if required; ADD \$725.00 to Quo	ote Total	
	Sealed Engineered Drawings, if required; ADD: \$1,250.00	to Quote Total	
	Optional Pricing:		
	Installation of Above Equipment		\$21,273.00
	Freight on Above Equipment		\$592.00
<u> </u>		Less Buyboard Discount	(\$4,537.00)
	Modern Shade 4 Post HIP Canopy, 29' x 43' x 13' Eave H	lt, Standard Color, In-Ground Mount	\$10,660.00
	Small Playground Shade:		
l l	Modern Shade 6 Post Super Structure, 56' x 68' x 14' Eav	ve Ht, Standard Color, In-Ground Mount	\$34,710.00
	Large Playground Shade (One Structure):		

PRICES ARE FOR BUDGET PURPOSES ONLY AND ARE SUBJECT TO CHANGE.

PRICING IS BASED ON A WORK SITE THAT IS FULLY ACCESSIBLE BY TRUCK / BOBCAT.

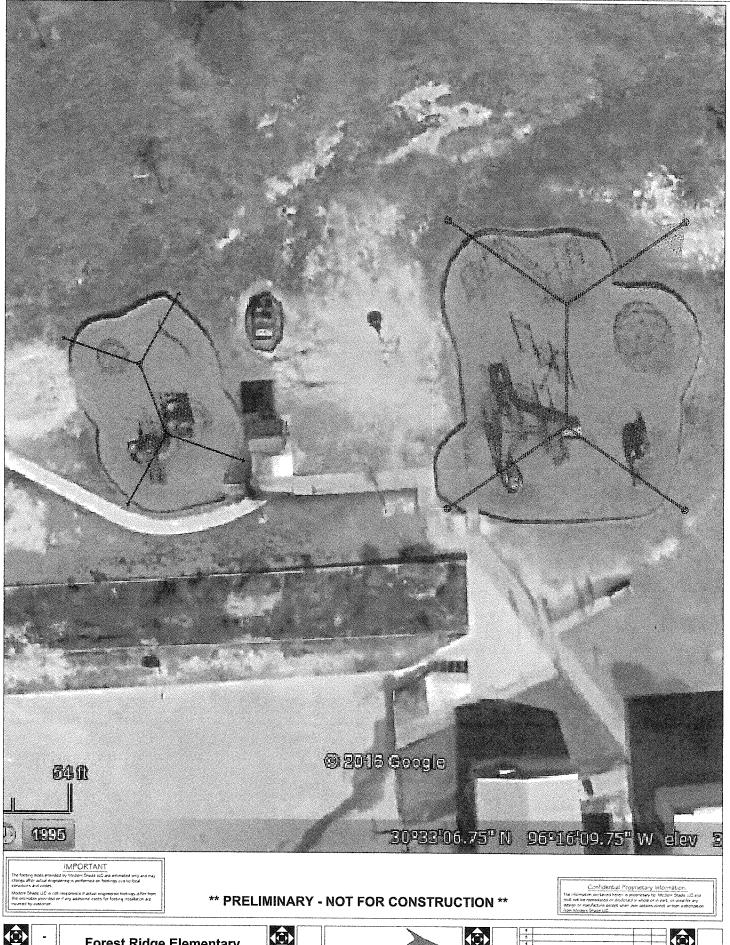
NOT INCLUDED: Sales Tax (Sales Tax Exemption Certificate Required), Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping), Sealed Engineered Drawings.

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 with signed quote; Balance due upon completion of work and receipt of invoice Estimated Delivery & Installation: 12 weeks after receipt of signed quote (or Purchase Order) & color selections.

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

Angie Randolph, Sales Consultant





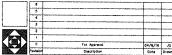


Forest Ridge Elementary College Station, TX



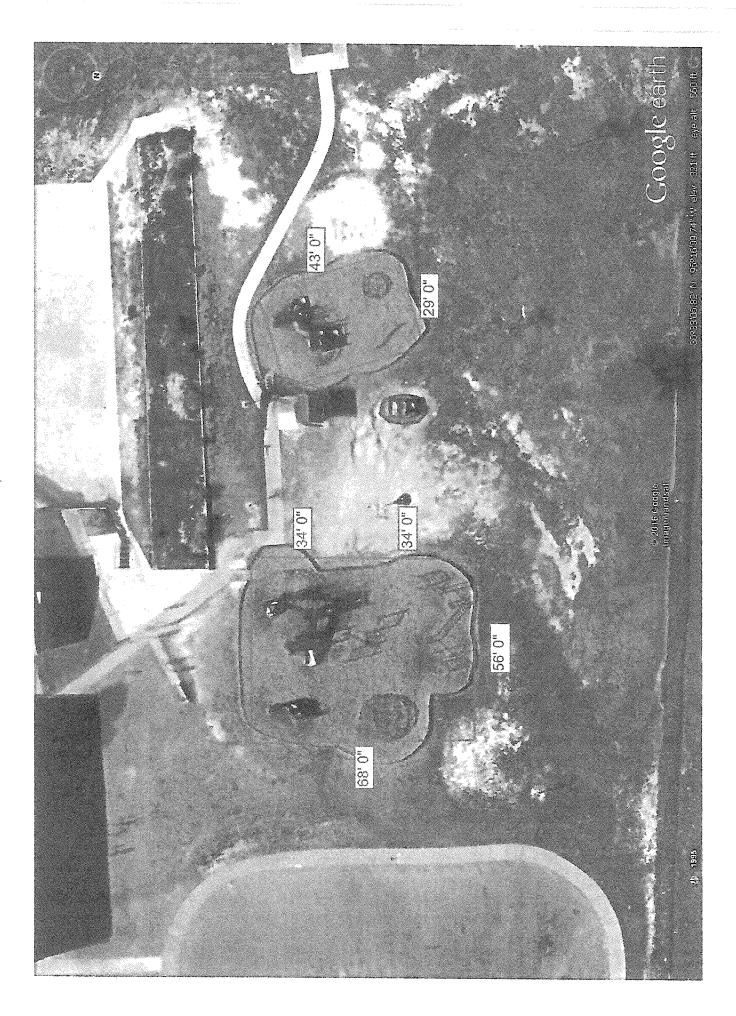


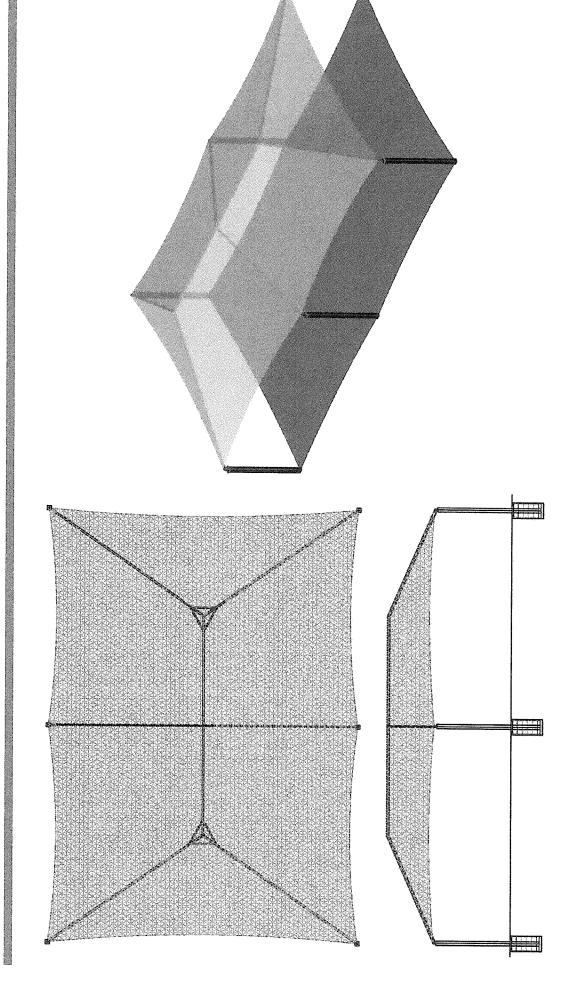






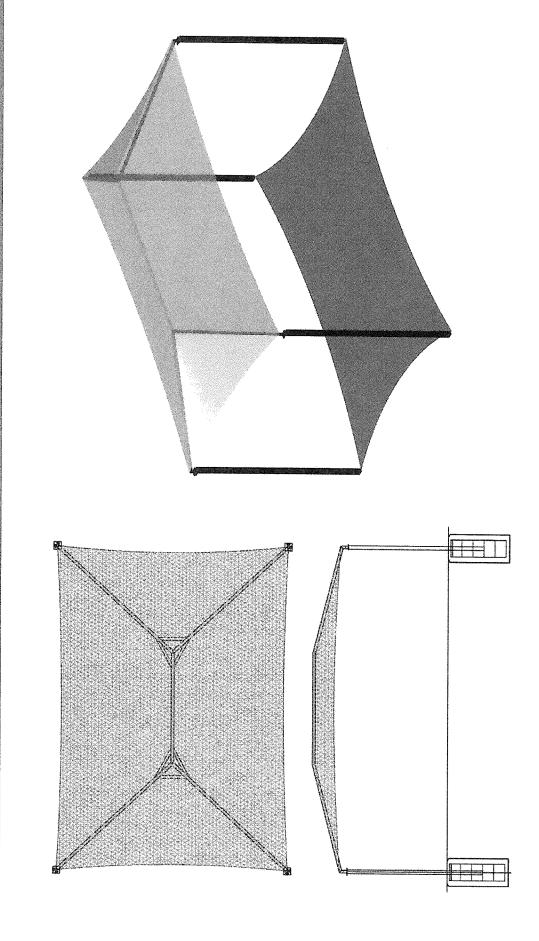




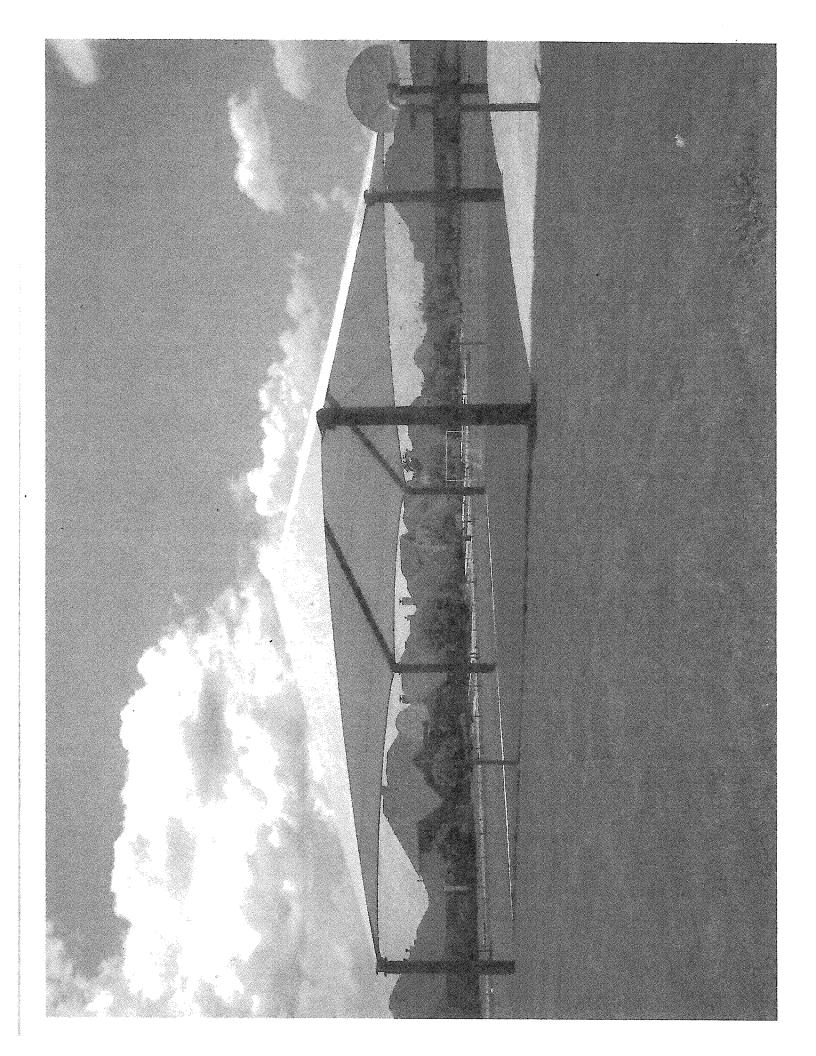


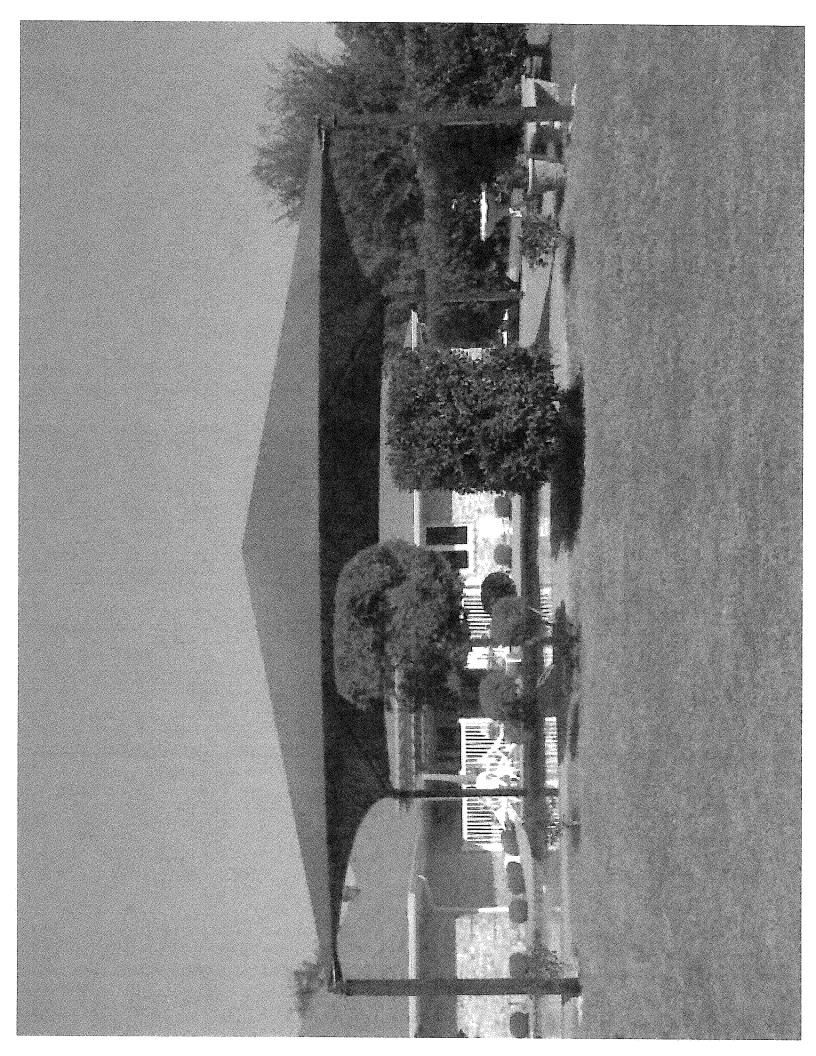


4 POST HIP











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 condition

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.