



Pinellas County

Staff Report

File #: 24-2216A, **Version:** 1

Agenda Date: 1/28/2025

Subject:

Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending December 31, 2024.

Recommended Action:

Accept the receipt and file report of purchasing items delegated to the County Administrator.

Strategic Plan:

Deliver First Class Services to the public and Our Customers.

5.3 Ensure effective and efficient delivery of county services and support.

Summary:

The Board of County Commissioners (Board) has delegated authority to the County Administrator to approve purchases and other purchasing related processes with the requirement that all approvals be submitted for receipt and file on a quarterly basis.

Background Information:

The County Administrator has delegated authority to award contracts up to \$250,000.00 in a fiscal or calendar year. For purchases initiated from State of Florida bids or negotiated contracts, the County Administrator has delegated authority to approve in any amount. The County Administrator has delegated authority to increase maintenance, repair and operating contracts in an amount not to exceed fifty percent (50%) of the amount previously approved by the Board subject to the same unit pricing, terms and conditions.

The County Administrator has delegated authority to extend the term of Board approved contracts above the threshold of \$250,000.00 pending all prices, terms and conditions remain the same. The County Administrator has delegated authority to approve change orders and amendments in an amount not to exceed \$250,000 or ten percent (10%), whichever is less, and to release retainage and close out construction type contracts when the change order does not exceed \$250,000.00 or ten percent (10%) of the total award, whichever is less.

The County Administrator also has delegated authority to approve emergency purchases up to \$250,000.00. Emergency purchases in excess of \$250,000.00 are approved by the County Administrator and entered into the minutes of the Board of County Commissioners via the receipt and file report.

Lastly, the County Administrator has delegated the authority for non-purchasing items pursuant to Section 2-62 in an amount not to exceed \$25,000.00 to the Director of Administrative Services.

Fiscal Impact:

The attached list contains approvals of competitive sealed bidding, Florida State contracts, master purchase agreement increases, emergency purchases, contract extensions, and items delegated to the Administrative Services Director as per County Code 2-62, 2-164, 2-176, 2-177, 2-178, 2-180, 2-181, 2-184 and 2-185.

Staff Member Responsible:

Barry A. Burton, County Administrator
Joe Lauro, Director, Administrative Services
Merry Celeste, Purchasing Director, Administrative Services

Partners:

N/A

Attachments:

List of Purchasing items approved by the County Administrator and the Director of Administrative Services for quarter ending December 31, 2024.



Pinellas County

Staff Report

File #: 24-1171D, **Version:** 1

Agenda Date: 12/31/2024

Subject:

Emergency repair with Vehicle Protection Structures due to damage sustained during Hurricane Milton to the Key Lime Lot Canopy located at the St. Pete-Clearwater International Airport.

Recommended Action:

Approval by the County Administrator of the emergency repair by Vehicle Protection Structures (VPS) to the Key Lime Lot Canopy at the St Pete-Clearwater Airport (Airport).

- Emergency purchase order for repair at the Airport located at 14700 Terminal Blvd, Clearwater.
- Canopy damage due to severe weather conditions brought on by Hurricane Milton.
- Expenditure includes design, engineering, and fabrication of a 704 sq ft custom entry structure to be installed.
- Total price not-to-exceed \$152,300.00.
- Reserve-Contingency funds in the amount of \$14,400,000.00 are included in the Airport Revenue and Operating FY25 Adopted Budget.

Contract #25-00052-E in the amount of \$152,300.00

Strategic Plan:

Ensure Public Health, Safety, and Welfare

2.1 Provide planning, coordination, prevention, and protective services to ensure a safe and secure community.

Deliver First Class Services to the Public and Our Customers

5.3 Ensure effective and efficient delivery of county services and support

Summary:

Approval of emergency request for Hurricane Milton for an emergency purchase order to repair the Key Lime Lot Canopy at the St Pete-Clearwater Airport.

Design, engineering, fabrication and installation of a structure, approximately 704 square feet, engineered to accept internal wiring.

Background/Explanation:

Airport emergency request for 14700 Terminal Blvd, Clearwater

Fiscal Impact:

Contract in the not-to-exceed amount: \$152,300.00.

As an eligible permanent disaster repair, funds are available for this item via contingency reserves. Up to 87.5% of expenditures will be reimbursed via the Federal Emergency Management Agency's Public Assistance Program. The total fiscal impact to the County is estimated between \$23,234.36 and \$26,719.52.

Delegated Authority:

Authority for the County Administrator to approve this emergency purchase is granted under Code Section 2-181.

Staff Member Responsible:

Tom Jewsbury, Director, Airport

Merry Celeste, Purchasing Director, Administrative Services

Joe Lauro, Director, Administrative Services

Partners:

N/A

Attachments:

Estimate



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Proposal #11142024

St. Pete-Clearwater International Airport
Attn: Scott Yarley, P.E.
14700 Terminal Blvd., Suite 221
Clearwater, FL 33762

Scott,

Thank you for providing VPS with the opportunity to offer a proposal for your potential covered parking project. We are the world's leading provider of fabric-based covered parking solutions, and we're confident we will provide you with a project that you can rely on for many years to come.

The following pages define our Scope of Work including structural designs, fabricated materials, warranty, and some basic information regarding schedule and construction. Please feel free to contact me with any questions.

Sincerely,

Brett Ivey
Brett Ivey
Regional Director

NOTE: The letter above and proposal to follow are intended solely for the use of the individual and/or business to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or agent responsible for delivering this document to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

First-time clients will need to complete onboarding paperwork so your project can be recognized within our Accounting and Operations systems. Part 1 requires the Purchasing entity's full legal business name and mailing address, as well as the full name, phone#, and email address of the applicable billing contact person. Part 2 requires the completion of our financial onboarding process; a web link to this portal will be sent to you and/or your billing contact from our Accounting Department. Of critical importance, both of these items must be completed before your project can be recognized within our system.



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PROPOSAL

PROJECT DESCRIPTION

VPS will design, engineer, fabricate, and erect the project detailed within this document. **Pricing is valid for 15 days from the date listed above** and includes delivery to the project site. Additionally, pricing assumes that the products and materials necessary to complete this project are readily available in the marketplace and unaffected by any supplier or supply chain issues. NOTE: VPS reserves the right to implement surcharges for significant increases in raw materials, including steel, concrete, and fuel. Due to recent significant increases in some of these raw materials, it may be necessary to order, invoice, and receive payment for products that utilize these materials as soon as final engineering is determined.

PROPOSED COVERAGE

Details:

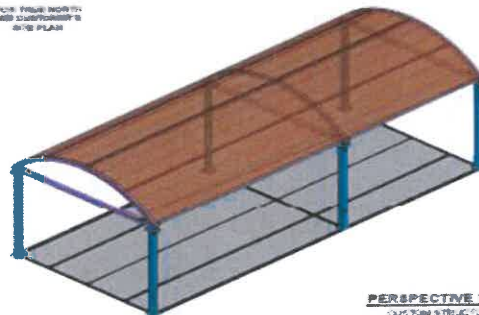
- ~ Custom Entry Structure
- ~ Coverage of approximately 704 SF
- ~ Structures are engineered and fabricated to accept internal wiring
- ~ Layout as depicted on VPS Drawing# VPS-NOV-04-24, Pg. 1000

Initials

Date

\$152,300.00

FOR YOUR NORTH
WEST CUSTOMER'S
SITE PLAN



PERSPECTIVE VIEW
CUSTOM STRUCTURE

**** Pricing is subject to credit approval by our Accounting Department.**

STRUCTURAL MATERIALS

1. NOVA Shield: color is TBD.
2. Powder coated structural steel directly associated with these structures; color is TBD. All field connections are to be bolted, no field welding.
3. Galvanized hardware & tension cables.
4. Rebar-reinforced standard concrete foundations.

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AGREEMENT TO PURCHASE/ACCEPT STEEL PRIOR TO APPROVED BUILDING PERMIT

1. Subcontractor shall submit to Contractor an Application for Payment; said Application for Payment shall include only work completed and materials and equipment accepted by Contractor. Contractor shall accept by written notice to Subcontractor no more than 15 days after application for payment is submitted. All lien releases or waivers, certificates and other documents required by Contractor shall be attached. All invoices submitted by Subcontractor to Contractor in an Application for Payment shall be the original invoices, not copies or facsimiles, and shall include the invoice number, invoice date, and job number.
2. Title to and any vendor's warranty for all materials and work shall be and is hereby transferred and assigned to Contractor (unless the Contract provides otherwise) on the earliest to occur of the following: (i) at the time such materials are delivered to and suitably stored at the Project; (ii) at the time such materials and/or work are incorporated into the Project; or (iii) at the time payment application is accepted. Notwithstanding the foregoing, neither payment nor the passing of title to Contractor shall relieve Subcontractor from its sole responsibility for all materials and work under this Subcontract, whether or not payments have been made.
3. The Contractor may, at any time and without default of Subcontractor, terminate the whole or any part of this Agreement for the convenience of the Contractor. Subcontractor agrees that upon any such termination, the Subcontractor's sole remedy shall be payment of full value for all Work properly performed, plus reasonable profit thereon, less all payments Subcontractor has previously received on account of such Work performed. Subcontractor agrees to waive all claims for damages, including lost or anticipated profits, arising from or related to any such termination by Contractor.
4. Work: All necessary documentation, management, supervision, labor, material, tools/ equipment, engineering, testing support and layout required to complete all necessary performance of all attached line item work required, and to facilitate other work per plans and specifications.

Purchaser/Owner Initials

Date

(cont'd)

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SCOPE OF WORK

Inclusions

1. Design & Engineering (D&E) for this HDPE-based fabric structure project.
2. Design drawings & calculations, wet-sealed by a State of FL-licensed Professional Engineer.
3. Fabrication of all applicable structural steel and HDPE fabric.
4. Installation of standard foundations, structural steel, and HDPE fabric, tension cables, and clamps.
5. Public and private line locating.
6. Special inspections.
7. Application for & acquisition of a building permit from the authority having jurisdiction.

Exclusions

1. Any/all permit fees due to the authority having jurisdiction.
2. Additional engineering drawings required by the authority having jurisdiction, if deemed necessary during the permit acquisition process.
3. Hard rock drilling, if deemed necessary during construction.
4. Concrete spread footings, if deemed necessary during construction.
5. Rerouting of any underground utilities, if deemed necessary during construction.
6. VPS does not provide slabs, pads, or any other type of concrete work unrelated to the foundations that directly support our structures. Foundations are defined as the concrete/rebar/form work shown on our drawings as ONLY the support system for our structures.
7. VPS structures are not U/L Listed as a raceway. VPS will not coordinate, reimburse, or assist in getting a structure U/L Listed, either from an official listing or a field inspection required by your local jurisdiction.
8. Electrical/light fixtures and any/all related work.

PROJECT SCHEDULE

1. Following our receipt of a fully executed Contract or Purchase Order, a formal project schedule will be provided by the assigned VPS Project Manager within 21 calendar days.

PROJECT CONSTRUCTION

VPS will be responsible for providing complete construction services for this project. VPS assumes:

1. The applicable work area(s) will be accessible by drive-up for unloading of our trucks and equipment.
2. Should the job site include trees, shrubs, or other items that will interfere with construction, the Owner is responsible for remedying those issues at least 7 calendar days prior to our first day on site.
3. We require the ability to perform our work with clear, sequential, and continuous access without interruption during normal working hours. We have assumed 1 continuous mobilization for the installation of foundations, steel, and fabric. If additional mobilizations are required, additional charges will apply. We require exclusive access to the work area(s) during our Scope of Work.
4. Adequate lay-down area(s) for our materials and equipment, within close proximity to the applicable work area(s) will be provided, free of charge.
5. We will leave the work area(s) in a clean condition at the conclusion of this project. Any additional cleaning that may become necessary will be the responsibility of others.
6. VPS shall be reimbursed for work stoppage or delays caused by other parties.

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7. Barricades and public security requirements, should they be required, are not included.

COMPREHENSIVE WARRANTY

1. From the date of substantial completion, we provide a 1-year workmanship warranty.
2. HailShield Ultra / eXtreme 32 fabrics with GORE® TENARA® sewing thread carry a full 8-year warranty. This provides coverage against failure from significant fading, deterioration, breakdown, mildew, heat, cold, or discoloration. If a fabric requires replacement under the warranty, VPS will ship a new fabric at no cost. After the first year following substantial completion, the labor, equipment and mobilization(s) required for the removal and re-installation of the repaired/replaced fabric(s) shall be the responsibility of the Owner.
3. This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (e.g. tornado, hurricane, microburst, etc.), including but not limited to, ice, snow, or wind in excess of the adopted local building code.
4. Fabrics are only warranted for wind/gust/snow loads as per the adopted local building code.
5. Our structures are designed to eliminate friction between the upper frames and the fabrics. The fabric will wear/tear should any object(s) be placed or affixed between the steel and fabric. This warranty will be void if any modification or attachment is made to the steel structure(s). Many VPS clients hire electrical contractors to install light fixtures on our structures, along with accompanying electrical conduit/wiring. This warranty is expressly voided should any lighting and/or electrical work interfere with our fabric tops or come between the fabrics and structural steel.
6. Freight, as well as labor for the removal and installation of fabrics, will be covered for a period of 1 year, where the structures supplied and installed by VPS are defective. After the first year, should any warranty work be required, costs related to site survey/assessment and take-down/re-install labor are not part of the warranty and will be the responsibility of the Owner.
7. VPS does not guarantee any fabric color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Owner of the discontinued fabric(s).
8. Freight, as well as labor for the removal and fabrication of fabrics with damage due to GORE® TENARA® thread will be covered for a period of 1 year.
9. Structural steel integrity is warranted for 10 years, with surface finishes warranted for 1 year. This warranty shall be void if damage is caused by misuse, vandalism, and any Act of God (e.g. tornado, hurricane, microburst, etc.), including but not limited to, ice, snow, or wind in excess of the adopted local building code.
10. This warranty explicitly excludes fabric curtains, valances, and flat vertical panels.
11. Should the Owner sell this property to another entity, this warranty cannot be transferred to the new property owner without a complete on-site inspection performed by a VPS representative. Please contact your VPS representative for details.

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TERMS & CONDITIONS

1. By executing a VPS proposal or submitting a Purchase Order pursuant to the proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by VPS, (Company), Purchaser (identified on Pg 1 of this proposal) agrees to purchase products/services to be provided by Company, as detailed in this proposal or in the relevant Purchase Order accepted by 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 (ultimate owner of a structure, whether Purchaser or a third-party, being the Owner).
2. Purchaser has 3 days from receipt of goods to file a short ship claim, in writing. VPS will not honor claims made after this time.
3. 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 this statement in Purchaser's contract with Owner: "The manufacturer's warranty for these products/services is a separate document between VPS and the ultimate owner of the structures, which will be provided to said Owner at the time of completion of construction and other services to be provided by VPS. Due to surety requirements, any performance or payment bond will cover only the first year of the VPS warranty."
4. 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.
5. Company is not required to provide any insurance coverage in excess of Company's standard insurance.
6. Owner shall provide Company crews access to the job site Monday thru Friday, 8am-6pm, on normal workdays. Company is allowed access to Owner's water/electricity during installation. Company assumes Owner will move applicable vehicles, as needed. If the job site is not ready for installation to begin on schedule, a Delay of Order notification must be sent to Company at least 7 work days prior in order to allow Company to reschedule the project. In the event Company is not notified and incurs expenses attempting to execute construction, a remobilization charge may be charged to Owner.
7. Price quoted is based on a standard drilled pier footing unless otherwise stated. Any variation will incur additional charges. Where footings are done by others, Company will provide engineering at the base plates, along with base plate detail drawings. Owner's Structural Engineer is responsible to determine and approve the size and shape of footings, as well as the length and shape of anchor bolts. Company requires Owner to provide an as-built survey of all anchor bolts prior to fabrication. If appropriate tolerances are not held in placing the anchor bolts, etc., resulting in re-engineering/re-work, there will be additional costs, which will be detailed in a Change Order. Costs for foundations and construction do not include allowances for extending below frost lines, additional costs for which vary by geographic area.
8. Quoted price assumes others to provide 110V electrical service & necessary potable water available within 100' of our work. Additionally, we will require site sanitary facilities and refuse containers by others within 200' of our work.
9. Terms of payment are defined in the "Payment Terms" section of this proposal and are specific to this agreement. For purposes of this agreement, "Completion" is defined as being the point at which the structures are suitable for the intended use, the issue of an occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where "Completion" cannot be effected due to delays or postponements caused by Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when "Completion" was scheduled, had the delay not occurred. All payments must be made payable to Shade Structures, Inc. (VPS' legal entity), and mailed to PO Box 734158, Dallas TX, 75373-4158. If Purchaser or Owner fails or delays in making any scheduled milestone payments, Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. 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.
10. The price quoted in this proposal is based on standard wage rates. If your project requires prevailing wages, such as those required under the Davis-Bacon Act, an adapted proposal will need to be discussed, authored, agreed to, and executed.
11. Typically by way of AutoCAD .dwg file, Owner must provide Company with a detailed "as-built" site plan, along with directions as to exactly where the structures are to be installed, as well as detailing any impediments that may cause difficulty during construction. Any fixture(s) that the structures are to be installed around must also be detailed, along with peak heights (if applicable). Company will notify Owner of the construction dates once scheduled. Owner, or their designee, agrees to meet Company's construction foreman at the job site to verify the location(s) where the structures are to be placed.
12. **Conceptual Drawings** are commonly provided *gratis* to VPS clients but are only for the client's direct use and not to be shared outside of their company/organization without the express written consent of VPS. These drawings can be provided on paper or in PDF format. Should the client require their conceptual drawing(s) in CAD format, VPS will remove its entire title block and only line drawings will be shown in top view, front view, and isometric view. **Renderings** are sometimes provided *gratis* to VPS clients but are only for the client's direct use and not to be shared outside of their company/organization. These drawings can be provided on paper or in PDF format, only. **Design Drawings** are provided to clients for projects purchased and paid for in full by the client. With the exceptions of city/municipality/AHJ plan checkers and inspectors, these drawings are only for the client's direct use and not to be shared outside of their company/organization. These drawings can be provided on paper or in PDF format, only. **Shop Drawings** are VPS intellectual property and are never shared outside of our company.

Purchaser/Owner Initials

Date

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13. Concealed conditions include, without limitation, water, gas, sprinkler, electrical and sewage lines, post-tension cables, and steel rebar. This proposal is based solely on observations 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 bigger than 4" 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 the Company completes the process.
14. This proposal does not include allowance for moving/repairing underground utility lines (ie. electrical, telecom, gas, water, sprinklers) that may be encountered during construction. Any cost(s) incurred as a result of hard rock conditions requiring extra equipment, or for utility removal/repair resulting in delay, is the Owner's responsibility, unless they are detailed on as-built drawings, or marked on the ground.
15. 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.
16. During course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Company, and a Change Order form must be completed and signed by both Company and Purchaser, and will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and 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 Purchaser.
17. Company shall not be charged with any loss/damages for failure or delay in delivering or construction of the structures, when such failure or delay is due to any case beyond the control of Company, or due to compliance with regulations or orders of any federal, state or municipal government, or due to Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
18. The fabrication and construction of the structures may be performed by subcontractors, under appropriate agreements with Company.
19. Company relies on Owner to determine that the structures ordered are appropriate and safe for the construction site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structural members.
20. Company foundations are poured and finished with typical commercial grade concrete. Due to vendor mixing practices, climatic variances during pouring/curing, weathering of concrete, etc. we do not attempt to match concrete color to that of the surrounding surface.
21. Purchaser/Owner are reminded that this is a full construction project. Due to the size and weight of our steel structural members, it is often necessary for us to utilize heavy equipment during construction. Surface and/or turf protection is not included for this project. Should that type of protection be required by Purchaser/Owner, a Change Order will be required to delineate the costs and any related time delays.
22. On very rare occasion, Company may be unable to acquire a building permit for a given project. This is typically due to plat and or site plan discrepancies between Owner and their local municipality. If this occurs, Company will refund Owner's deposit, minus site survey and engineering work Company has performed to that point.
23. If Company provides light fixtures as part of this proposal, those products will be covered by the applicable fixture manufacturer and their warranty. There is no implied warranty for any electrical work for this project.
24. Once VPS products have been purchased and installed, should any vendor other than VPS (or its subcontractors) attempt to repair or replace any part or portion of our installed product(s), the original/remaining warranty will be immediately terminated.
25. 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.
26. Any controversy or claim arising out of, or related to, this proposal must be settled by binding arbitration administered by the American Arbitration Association, and in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

Purchaser/Owner Initials

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27. Limitations of Liability

- Company warrants that all Company-supplied labor and services will be performed in a good and workmanlike manner. No other warranty is implied, and repair or replacement is at Company's discretion.
 - The warranty will be void if regular cleaning and maintenance is not performed. This is critical, particularly in regions where sand and dirt may cause abrasion of the fabric.
 - The warranty is void if any changes, modifications, additions, or attachments are made to the structures without Company's prior written consent. No signs, objects, ornaments, fans, light fixtures, etc. may be affixed from the upper frame of the structures unless specifically designed and engineered by VPS. These items will interfere with the fabric, voiding the warranty.
 - The warranty set forth in the proposal will be Purchaser's sole and exclusive warranty, and is void if products/services are not paid in full; warranty duration is from Company's date of substantial completion.
 - Purchaser's sole remedy for breach of warranty set forth in the proposal will be the re-performance of the services, or if that is not possible or practical, the refund of the price of services that breached the warranty.
 - Purchaser shall notify Company in writing within (7) calendar days of noticing issue(s), detailing any defects in service for which a warranty claim is being made.
 - COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS PROPOSAL, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS PROPOSAL EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS PROPOSAL (OR THE RELEVANT PURCHASE ORDER).
 - EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS PROPOSAL, COMPANY MAKES, AND PURCHASER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING OUT OF, RELATED TO, OR UNDER THIS PROPOSAL, AND SPECIFICALLY DENIES THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. FURTHER, EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY ACKNOWLEDGES THAT THE STRUCTURES AND SERVICES PROVIDED HEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DOES NOT WARRANT THAT THE STRUCTURES OR SERVICES WILL MEET YOUR REQUIREMENTS OR THOSE OF THE OWNER.
 - For all structures installed by Company, Purchaser must sign and return the "Customer Checklist and Sign-off" form to Company within ten (10) business days from the construction completion date, or Company will not be held responsible for any warranties defined in this proposal or any damage to the structure(s). The general warranty will also be considered void until this checklist is received by Company.
 - When applicable, the warranties for the structures will be contained in a separate document between Company and the ultimate Owner of the structures, which will be provided to Owner at the time of completion of the work.
28. Cancelled Orders: Within the first 30 days after contract/agreement execution between Company and Purchaser, Purchaser may cancel their order with Company. Purchaser will be responsible to pay Company all incurred costs up to the date of cancellation. The items and costs incurred to that point will be delineated in a separate agreement, which Company and Purchaser will execute. Should these costs be less than the deposit Company collected for the order, Company will issue Purchaser a refund. Should these costs be more than the deposit Company collected for the order, Purchaser will be responsible to pay the additional amount. Either way, the cancellation and refund/amount due will be defined in a separate agreement, which will be executed by Company and Purchaser.
29. Should any of your VPS hail protection or covered parking structures experience damage due to (box) truck strike, forklift strike, etc., your structures must be brought back to original condition by way of repair or replacement by VPS or the warranty for that/those structure(s) will be immediately voided. Our structures are designed and engineered to withstand incredibly powerful loads (wind, uplift, snow, seismic) and the type of damage caused by the strikes mentioned above can dramatically affect the structural integrity of our products. Any/all structural damage such as this should be reported to VPS within 3 business days of the incident so we can work with you to ensure proper repairs are made. Written details regarding the damage as well as digital pictures from multiple angles must be sent via email to info@vpslp.com.

(cont'd)

Purchaser/Owner Initials

Date



USA Headquarters
DFW International Commerce Park
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261
FedEx and UPS Shipments

Mailing Address
P.O. Box 3467
Coppell, TX 75019
US Postal Service

PAYMENT TERMS

This project requires a 10% deposit, to be submitted upon the execution of this agreement. The remaining balance will be progress-billed by the assigned VPS Project Manager. **Payments must be made payable to VPS' legal name, Shade Structures, Inc., and mailed to: PO Box 734158, Dallas TX, 75373-4158. Please be advised that absolutely no paperwork/work will be started by VPS until your deposit is received and deposited by our Accounting Department and your order released to the Operations side of our business.**

ADDITIONAL COMMENTS

1. Any changes outside this form of agreement may affect the price, scope of work, and schedule.
2. Any deviations from the drawings or specifications without mutual consent by both VPS and the Owner will be subject to a Change Order. Change orders will be invoiced, as required.
3. Payment will be made in U.S. Dollars at the time of payment.
4. Performance bonds, payment bonds, and associated fees are specifically excluded.
5. Due to surety requirements, any performance bond that may be required will cover only the first year of this warranty. The warranty will be a separate document between VPS and the Owner. Upon completion of work, VPS will execute the warranty outlined in this proposal.

AGREEMENT AUTHORIZATION

This proposal/agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties not contained in this agreement are not part of it. 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 and without limitation, any statements as to the structures, warranties, or services provided hereunder. 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 Purchaser, their successors and permitted assigns.

For Company: VPS

Signature: Brett Ivory

Date: November 14, 2024

For Owner: _____

Signature: _____

Date: _____

