

TO: JEFFERSON PARISH  
PURCHASING DEPT  
200 DERBIGNY ST. SUITE 4400  
GRETN, LA 70053  
(Owner to provide name and address of owner)

BID FOR: **LABOR & MATERIALS NEEDED TO SUPPLY  
AND INSTALL SHADE STRUCTURES AT  
PARC DES FAMILLES FOR THE JEFFERSON  
PARISH DEPARTMENT OF RECREATION**  
(Owner to provide name of project and  
other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Jefferson Parish Purchasing Dept.  
Parc Des Familles and dated: 6/8/22  
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) #1

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Thirty-six Thousand Six Hundred Fifty and Dollars (\$) 36,650.00  
00/100

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$) N/A

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$) N/A

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$) N/A

**NAME OF BIDDER:** Planet Recess, Inc.

**ADDRESS OF BIDDER:** P.O. Box 78160 Baton Rouge, LA 70837

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 37277

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Treyner McAdams

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** President

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** 7/8/22

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA  
UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* A **CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA-R.S. 38:2218 (B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA-R.S. 38:2218.(A) is attached to and made a part of this bid.



LOUISIANA UNIFORM PUBLIC WORK BID FORM  
UNIT PRICE FORM

Bid# 50-00138455

TO: JEFFERSON PARISH  
PURCHASING DEPT  
200 DERBIGNY ST. SUITE 4400  
GRETN, LA 70053  
(Owner to provide name and  
address of owner)

**LABOR & MATERIALS NEEDED TO SUPPLY AND  
INSTALL SHADE STRUCTURES AT PARC DES  
FAMILLES FOR THE JEFFERSON PARISH  
DEPARTMENT OF RECREATION**  
(Owner to provide name of project  
and other identifying information)

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices.  
Amounts shall be stated in figures and only in figures.

<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid 0001 INSTALLATION-LABOR CHARGE <input type="checkbox"/> Alt.#__				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
004	1.00	EA	10,550.01	10,550.01

<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid 0002 PDF AWNING 2-POST FULL CATILEVER PYRAMID SHADE STRUCTURES <input type="checkbox"/> Alt.#__ 12' X 12' X 8'EAVE HEIGHT TO GO OVER EACH PICNIC TABLE AREA.				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
001	3.00	EA	6,166.67	18,500.01

<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid 0003 CONCRETE FOOTERS 24" WIDE X 6.5' DEEP WITH 6 #8 STEEL VERTICALS AND #3 <input type="checkbox"/> Alt.#__ RINGS AT 12" ON CENTER.				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
002	6.00	EA	933.33	5599.98

<b>DESCRIPTION:</b> <input checked="" type="checkbox"/> Base Bid 0004 FREIGHT <input type="checkbox"/> Alt.#__				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
003	1.00	EA	2000.00	2000.00

<b>DESCRIPTION:</b> <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

<b>DESCRIPTION:</b> <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

<b>DESCRIPTION:</b> <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

<b>DESCRIPTION:</b> <input type="checkbox"/> Base Bid <input type="checkbox"/> Alt.#__				
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

Wording for "DESCRIPTION" is to be provided by the Owner.  
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

Public Works Bid

AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared: Treyvor McAdams, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized President of Planet Recess (Entity), the party who submitted a bid in response to Bid Number \_\_\_\_\_, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

- Choice A \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.
- Choice B ☒ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.




Affiant further said:

Debt Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

Choice B  There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)



A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

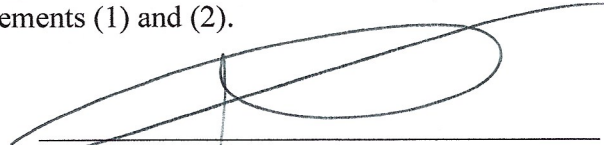
- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

*[The remainder of this page is intentionally left blank.]*

Affiant further said:

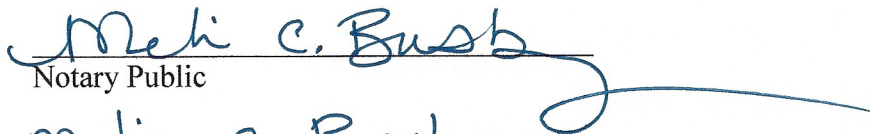
- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

  
\_\_\_\_\_  
Signature of Affiant

TREYNOR McADAMS  
Printed Name of Affiant

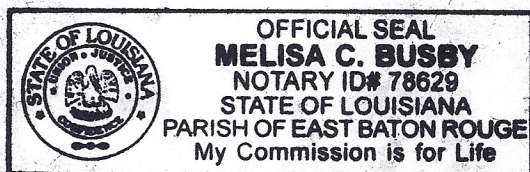
SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 11<sup>th</sup> DAY OF July, 2022

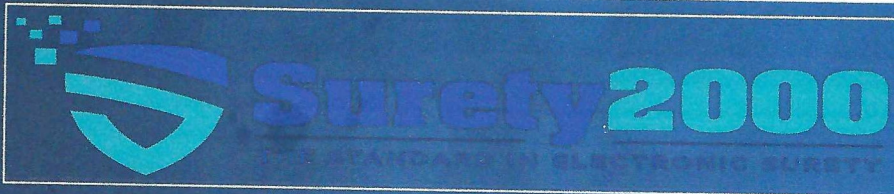
  
\_\_\_\_\_  
Notary Public  
Melisa C. Busby  
Printed Name of Notary

78629  
\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires At Death







## Bid Bond in Accordance with Contract Specifications

SLA07119200

Planet Recess Inc

Bond Number

Principal Name

PO Box 78160, Baton Rouge, LA, 708367, US

Principal Address

Jefferson Parish

Owner/Obligee Name

200 Derbigny Street, Gretna, LA, 70053, US

Owner/Obligee Address

Principal Signature

### Bond Information

07-12-2022

Bid Date

Frankenmuth Mutual Insurance Company

Surety

310013553

Contractor Vendor ID Number

50-00138455

Contract ID Number

Labor & materials needed to supply and install Cantilever Shade Structures in Parc Des Familles southside for the Jefferson Parish Department of Recreation

Description of Job

Five Percent of Amount Bid

Amount of Bid Security

Bid Security Maximum

5%

Bid Security Percentage

Garrett Turner

Attorney-in-Fact

Surety Bond Brokers of LA Inc.

Bond Entered and Executed By

Primary Agency

Attorney-In-Fact Signature

Know all men by these presents that Frankenmuth Mutual Insurance Company, a Corporation duly organized under the laws of the State of MI, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.



## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

Planet Recess, Inc.  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Planet Recess, Inc.  
INCORPORATED, DULY NOTICED AND HELD ON January 2, 2021,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT Treyner McAdams, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE ABOVE  
DATED MEETING OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.



\_\_\_\_\_  
SECRETARY-TREASURER

7/8/22

\_\_\_\_\_  
DATE



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Treynor McAdams

2 Business name/disregarded entity name, if different from above

Planet Recess, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 78160

6 City, state, and ZIP code

Baton Rouge, LA 70837

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

7 2 - 1 4 4 7 5 9 5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

4/19/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





## Who Are We?

**E**stablished in 1996, Planet Recess has built an excellent reputation in Louisiana and Mississippi as the premier playground and splashpad consultant for schools, parent/teacher organizations, and parks and recreation departments that are seeking to invest in new playground equipment and splashpads.

Our knowledgeable staff of consultants, customer service personnel, and installation and service specialists is capable of assisting you with every aspect of planning. From safety concerns through complex design and installation issues, you will be guided each step of the way with the confidence which comes from years of experience.

We are a licensed State Contractor in Louisiana and Mississippi.

We have our own Factory Certified Installers.

We have several Nationally Certified Playground Safety Inspectors on staff.

We are a "qualified" playground contractor as recognized by the National Playground Contractors Association.

We have completed over 400 community-built playground projects and have over \$20 million in product installations throughout the Gulf South.

If our team can be of service to you, or answer any questions or concerns, you may contact us at:

**225.778.4700 or  
800.344.6255**

[www.planetrecess.com](http://www.planetrecess.com)

*Thank you for this  
opportunity to be a part of your  
plans.*

Sincerely,  
**Treynor McAdams**  
*President*

**Meet some of the people at  
Planet Recess who are  
dedicated to  
your success:**

**Treynor McAdams**  
*President/MS Sales*  
*NCPSI certified*

**Melisa McAdams**  
*Office Manager/Senior*  
*Account Manager*

**Dana Davis**  
*Administrative Assistant*  
*Logistics & Job Coordinator*

**Carol Billon**  
*LA Sales*

Treynor With  
Howie Long



Treynor With  
Laura Bush



© Treynor McAdams  
with his mother, Laura Bush

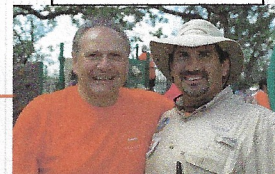
Treynor With  
Vince Gill



Treynor With  
MS Governor  
Hailey Barbour



Treynor With  
Bob Nardelli  
CEO Home Depot







## State Licensing Board for Contractors

This is to Certify that:

PLANET RECESS, INC.  
P. O. Box 78160  
Baton Rouge, LA 70837

is duly licensed and entitled to practice the following classifications

SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES



Witness our hand and seal of the Board dated,  
Baton Rouge, LA 20th day of October 2020

Director

Chairman

Treasurer

Expiration Date: October 19, 2023

License No: 37277

This License Is Not Transferrable



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Louisiana, LLC 6300 Corporate Blvd, Suite 250  Baton Rouge LA 70809	<b>CONTACT NAME:</b> Gina Lachney <b>PHONE (A/C, No, Ext):</b> (225) 763-5600 <b>E-MAIL ADDRESS:</b> glachney@bbgulfstates.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United National Insurance Company <b>INSURER B:</b> Houston Specialty Insurance Company <b>INSURER C:</b> Louisiana Workers' Compensation Corporation <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>          22350
<b>INSURED</b>  Planet Recess, Inc. P. O. Box 78160  Baton Rouge LA 70818		

**COVERAGES****CERTIFICATE NUMBER:** CL21121578405**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			L7221898	12/08/2021	12/08/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HSLR180808000	06/21/2022	06/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSX0000658	12/08/2021	12/08/2022	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y	N/A		153877B	11/16/2021	11/16/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Planet Recess, Inc.  
PO Box 78160

Baton Rouge

LA 70818

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Member ID#

**2000-0516**

## Certificate of Playground Contractor Qualification

This certificate validates that the company below is listed as a  
Qualified Playground Contractor and a Member of the NPCAI  
and has the necessary requirements to conduct business.

**Planet Recess, Inc.**  
**Baton Rouge, LA**

This Certificate is valid until the date of

**09/30/2022**

Edward Miller, Jr., NPCAI Chairman

09/16/2021

Date

Denise R. Calabrese, NPCAI Executive Director

09/16/2021

Date





# Certificate of Achievement

Awarded to:

**Treynor McAdams**

Has completed the

## Recreation Installation Specialist Certification Course

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the National Playground Contractors Association, Inc.

2019-1130

*Certificate Number*

12/31/2022

*Expiration Date*

*Ed Miller*

*Ed Miller  
NPCAI Board Chair*

02/26/2019

*Issue Date*



# National Recreation and Park Association

Let it be known that

## TREYNOR MCADAMS

has met the requirements of the standards set forth by the  
National Certification Board  
and is hereby granted certification as a



**Certified  
Playground  
Safety Inspector**

CHAIRPERSON

NRPA PRESIDENT AND CEO

May 10, 2021

DATE CERTIFIED

51308-0624

CERTIFICATION NUMBER

June 01, 2024

EXPIRATION DATE

Company ID Number: 500952

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

### ARTICLE I

#### PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **Planet Recess, Inc.** (E-Verify Employer Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **Planet Recess, Inc.** (E-Verify Employer Agent) on behalf of the E-Verify Employer Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers



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provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent) at the E-Verify website and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer shall display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer shall provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer shall comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only



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accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. Participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer shall initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer

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(through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer may not use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through the E-Verify Employer Agent) shall follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer shall not take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer shall comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or



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recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer shall not engage in such illegal practices as selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound “foreign” or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer shall record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer will use the information it receives from SSA or DHS (through its E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The information that the Employer receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. If the Employer is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

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a. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the E-Verify system and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS



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and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: A Federal contractor with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. If the Employer is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## **E. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures

3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

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A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor with the FAR E-Verify clause.

B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.

4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review



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indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer shall not ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer shall refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer shall provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. If an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer shall send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or

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- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

## **ARTICLE IV**

### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

## **ARTICLE V**

### **PARTIES**

A. This MOU is effective upon the signature of the parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials. An E-Verify Employer Agent for an Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, that Employer will remain a participant in the E-Verify program on behalf of the Employer, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all the Employer's newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify



Company ID Number: 500952

Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The E-Verify Employer Agent understands that if the Employer is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.



Company ID Number: 500952

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

<b>Employer Planet Recess, Inc.</b>	
<b>Treynor McAdams</b>	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	02/07/2012
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	02/07/2012
Signature	Date

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name:	Planet Recess, Inc.
Company Facility Address:	13645 Brown Road
	Baker, LA 70714
Company Alternate Address:	P.O. Box 78160
	Baton Rouge, LA 70837



Company ID Number: 500952

County or Parish:	EAST BATON ROUGE
Employer Identification Number:	721447595
North American Industry Classification Systems Code:	454
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>LOUISIANA 1 site(s)</li></ul>	

Company ID Number: 500952

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name: **Sarah R Cannon**

Telephone Number: **(225) 778 - 4700**

Fax Number: **(225) 778 - 4703**

E-mail Address: **sarah@planetrecess.com**

Name: **Treynor B McAdams**

Telephone Number: **(225) 778 - 4700**

Fax Number: **(225) 778 - 4703**

E-mail Address: **treynor@planetrecess.com**

Name: **Heather A Brady**

Telephone Number: **(225) 778 - 4700**

Fax Number: **(225) 778 - 4703**

E-mail Address: **heather@planetrecess.com**



# 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:

Parks and Recreation

Auto Dealers

Parking

Patio Covers

Carports

Outdoor Dining

Car Washes

Outdoor Sport Courts

## Features & Benefits:

UV stabilized polyethylene

Fire rated materials

Up to 95% UV protection  
from harmful sun rays

Quick installation procedures  
- minimal disruption

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

Excellent warranty gives  
peace of mind



[www.modernshadellc.com](http://www.modernshadellc.com)

877.385.3444

Local: 512.385.4100

Fax: 512.385.4103

## SECTION 133123

### PRE-ENGINEERED FABRIC TENSION STRUCTURES

#### PART 1 GENERAL

##### 1.1 Summary

The shade structure manufacturer shall be responsible for the design, engineering, fabrication and supply of the work specified herein.

##### 1.2 Submittals

- A. Provide proof of installed reference sites with structures for similar scope of a project and installation that are engineered to the latest IBC specifications. Include in reference; list of structure dimensions with install dates and project locations.
- B. Provide fabric samples to demonstrate fabric color range and paint color selections.
- C. Provide wet sealed structural engineering drawings and calculations as deferred submittal for approval by Construction Manager

##### 1.3 Project Conditions

Field Measurements: Verify layout information for shade structures shown on the drawings in relation to the property survey and existing structures including all utilities and easements. Verify locations by field measurements prior to construction.

##### 1.4 Warranty

- A. The manufacturer shall provide a 10-year non-prorated warranty on the shade fabric and Teflon stitching against cracks, tears, material breakdown or significant fading as a direct result of ultraviolet exposure with the exception of Red, which carries a 3-year limited warranty. Shade fabrics over 40' in length carry a limited 5-year non-prorated warranty.
- B. The manufacturer shall provide a 20-year non-prorated warranty against failure due to rust- through corrosion on steel frames.
- C. The manufacturer shall provide a 1-year warranty on all moving parts, surface coat finish, or any other product or part not covered by the above warranties.

#### PART 2 PRODUCTS

##### 2.1 Related Documents

Pre-Engineered Package: the proposed structure(s) by manufacturer or approved equal shall be modular and pre-fabricated, and include the structural steel frame, fabric roof, steel cables, all fasteners, and detailed installation instructions of structure(s) including foundations. The proposed structure(s) also need to include engineering drawings and calculations.

- A. Acceptable Manufacturer: Modern Shade LLC,  
4213 Felter Lane, Austin, TX. 78744  
Toll Free: 1.877.385.3444  
Main: 512.385.4100  
Fax: 512.385.4103  
Email: [sales@modernshadellc.com](mailto:sales@modernshadellc.com)
- B. The shade structure shall conform to the current adopted version of the International Building Code including local agency amendments and additions to the code.

- C. All shade structures shall be engineered and designed to meet a minimum.
- 90 mph nominal wind load (or 115 mph ultimate wind speed) with fabric attached
  - 150 mph nominal wind load without fabric (steel frame only)
  - 5 psf snow load

## 2.2 Materials Framing

- A. Utilized per manufacturer's specifications and sealed engineering drawings
- B. Rolled steel plates, shapes, and bars shall be structural quality carbon steel complying with ASTM A-36, except where engineer drawings specify otherwise.
- C. 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.
- D. Reinforcement steel as required or designed per detailed specifications excepted by Structural Engineer.
- E. All structural steel shall be fabricated and erected in accordance by and as recommended by the AISC Manual of Steel Construction.

## 2.3 Powder Coat Finish

- A. All Structural Steel shall be blasted and treated with de-greaser to remove any unwanted substances.
- B. Pre-heated to remove any welding gas impurities and moisture.
- C. All Structural Steel (galvanized and non-galvanized) including welds to be primed with Zinc rich primer.
- D. Powder coated in the approved color by electro-statically applying and backing at 400 degrees Fahrenheit to a minimum thickness between 3.0 – 5.0 mil for a consistent glossy finish.
- E. TGIC polyester powder shall meet or exceed ASTM standards for adhesion, hardness, impact, flexibility, over bake resistance, and sea spray resistance.

## 2.4 Galvanized Finish

- A. Corrosion resistance obtained by using patented Flo-Coat TM process.
- B. Steel treated with a molten zinc bath to remove unwanted substances and prepare steel for maximum adhesion.
- C. Steel treated with chromate applications to further prime and seal for adhesion and resistance
- D. Final Polymer coating applied to seal and protect.

## 2.5 Shade Fabric and Thread

- A. High-density polyethylene woven architectural fabric, 85% - 98.8% Ultraviolet Resistant.
- B. ALL fabric seams shall be sewn with minimum 2000 Denier PTFE thread utilizing the lock stitch sewing method. PTFE Thread will not lose any significant strength due to UV or chemical exposure. Chain stitching of any kind shall not be used.
- C. Water runoff: Runoff Roof Angle 75% - 14 degrees
- D. Provides an average of 85% or greater shade covered area.
- E. Temperature stability at a maximum +176degrees/-13degrees minimum.
- F. Utilized in accordance to manufacturer's shade cloth specifications product data, installation instructions use limitations and recommendations for the entire structure, including both published data and specified data prepared for this project.
- G. Approved Fire Rating as a result of the ASTM E-84 (Class A). Also available upon request substitute fabric with extra fire retardant to pass California Fire Marshall and NFPA 701 Test Method 1 & 2.
- H. Fabric shall be lead free.
- I. Fabric cable pockets are double folded to provide extra reinforcement.
- J. Fabric corners shall be reinforced with minimum 3" internal seat belt webbing that connects each cable pocket opening in semi-arc pattern with cross section of webbing connecting to corner attachment. Standard and Super Structure Hips shall have a stainless-steel plate sewn into internal webbing pockets at each corner to prevent fabric from ripping out.



## 2.6 Welding

- A. All welds performed by AWS certified welder.
- B. Welding performed in accordance with the latest edition of the American Welding Society Structural Welding Code AWS D1.1
- C. Steel shall be welded as to develop the maximum strength at connections.
- D. According to selection, Engineer drawings shall specify particular sizes and types of welds.
- E. Welds shall be visually inspected for soundness, smooth, even contour and freedom from undercutting and arc strikes. Minimum fillet welds 3/16" on small upper frames and 1/4" everywhere else. Welds shall be continuous.
- F. Standard practice welding performed using 71A75 Dual Shielded Flux Core .045 wire.

## 2.7 Foundations

- A. The foundation design shall be based on previous knowledge of soil conditions in the vicinity or existing surfaces and building codes and structural load requirements in accordance with American Concrete Institute, ACI 318-05.
- B. Existing foundation conditions shall be examined and surveyed to assure support for the structure.

## 2.8 Concrete Piers

- A. Concrete work shall be performed when outdoor temperatures are above 32 degrees Fahrenheit and conditions are relatively dry.
- B. Utilizing a minimum concrete strength of 2500 psi high strength Ready Mix concrete with an approximate finished weight of 145 Lbs. per Cu. Ft.
- C. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual and Manual of Standard Practice.
- D. Concrete shall be formed as to direct drainage from the site to prevent corrosion or rust in embedded post.

## 2.9 Base Plate and Anchors

- A. Steel plates shall be continually welded at the base of the post and bolted to the foundations.
- B. All steel plates shall be carbon steel connections shall conform to ASTM A-325.
- C. All anchor bolts and threaded rod shall be ASTM F-1554 unless otherwise specified by the engineer of record.
- D. Installation, design, and structural specifications shall be in accordance with ASTM Structural Specifications for Bolted Connections.
- E. Anchoring methods shall be in conjunction with all related selections of this specification.

## 2.10 Fasteners Bolted Connections

- A. All nuts, bolts, anchor bolts, lock washers, cable locks, and threaded rods shall be medium carbon steel, stainless steel, or galvanized corrosion resistant: size and type to suit applications and meet requirements.
- B. Carbon steel connections shall conform to ASTM A-325 steel.
- C. Bolted connections shall be in conjunction with all related selections of this specification.
- D. All bolted connections shall be installed in accordance with Structural Specifications for Bolted Connections utilizing ASTM A-325 or ASTM A-490 Bolts.

## 2.11 Steel Aircraft Cables and Tensioning

- A. Standard min. 1/4" galvanized steel aircraft cable shall be utilized with a minimum tensile strength of 7,000 lbs. on standard structures and min. 3/8" galvanized steel cable with a minimum tensile strength of 14,400 lbs. on super structure sizes unless otherwise specified by the engineer of record.
- B. **MaxTension™**, our proprietary pulley system, is designed to keep the top fabric tight and firm.
- C. Smaller Structures under 30 ft. will have a single cable pass through the **MaxTension™** pulley system at each corner in order to achieve required tension.

- D. Structures over 30 ft. require an independent cable on each side of the structure that passes through the **MaxTension™** pulley system in order to achieve required tension.
- E. Sail Structures require an independent cable on each side of the fabric membrane sail which terminate into a delta. Cables must arrive from the factory with only one end terminated and the opposite “live” end open for required tensioning adjustments in the field. Unlike single point tension systems, our multi-point tension system allows each side to achieve maximum tension specific to the length of each span. Deltas shall be sewn into each attachment point using 3” minimum internal seat belt webbing for added strength. Fabric corners sandwiched between steel connector plates and squeezed together with bolts are not acceptable. Deltas attach to shackles and turnbuckles in order to achieve required tension and for easy removal and reattachment of the fabric. Turnbuckles may not be required on small sails.

## **PART 3 EXECUTION**

### **3.1 Preparation**

- A. Prepare surfaces according to the manufacturers’ guidelines.
- B. Locate piers according to the plans provided by manufacturer.

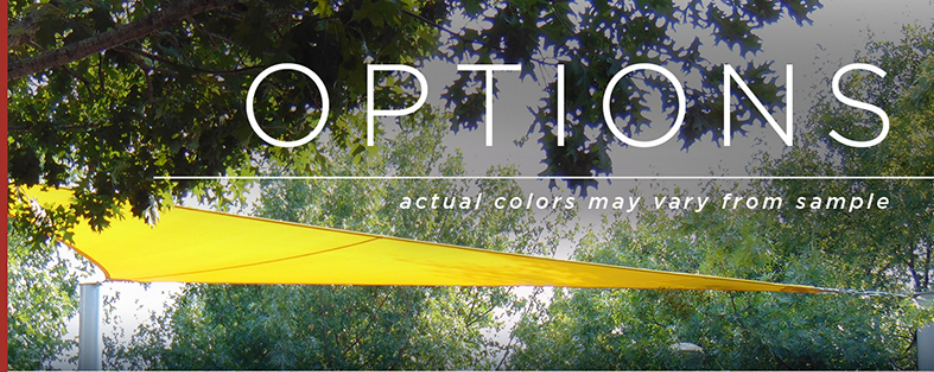
### **3.2 Installation**

- A. Install in accordance with manufacturer's guidelines.
- B. Place on prepared concrete foundations or footings as specified.
- C. Anchor securely in place.
- D. Must apply silicone to all slip fit connections to avoid rust.

### **3.3 Protection**

- A. Protect installed products until project is completed.
- B. Touch-up, repair or replace any products that might have been damaged during installation before substantial completion.






## 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 (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 Ochre</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 3001	<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





4213 Felter Lane  
Austin, Texas  
78744

## 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.

(512) 385-4100

(877) 385-3444 TF

(512) 385-4103 F



**4213 Felter Lane  
Austin, Texas  
78744**

#### **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.