



Bid Number 50 - 00116537

Labor, Materials, and Equipment Necessary to Furnish and Install a Tot-Lot and Fence at Terrytown Head Start Center for the Jefferson Parish
Department of JeffCAP

BID DUE DATE: June 9, 2016 / 2:00 PM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer: Melissa Ovalle
Buyer E-Mail: movalle@jeffparish.net
Buyer Phone #: (504) 364-2687**

SPECIFICATIONS

Labor, Materials and Equipment Necessary to Furnish and Install a Playground and Fence at the Terrytown Head Start Center

PRE-BID MEETING:

May 26, 2016 at 10:00 am

Terrytown Head Start Center
2315 Park Place
Gretna, LA 70056

Pre-bid meeting point will be at the main office. All in attendance must sign-in on the Centers log at the main office in addition to signing in on the pre-bidding sign-in sheet.

LOUISIANA CONTRACTOR'S LICENSE IN THE CATEGORY OF: Building Construction and / or Recreation & Sporting Facilities & Golf Courses

PERFORMANCE BOND / PAYMENT BOND:

A performance bond in the amount of 50% and a payment bond in the amount of 50% of the contract will be required upon contract execution.

BID BOND:

A bid bond will be required with the bid submission in the amount of 5% of the total bid.

SCOPE OF WORK:

Furnish and Install:

- (1) One LSI-PS, LSI PlayShaper Structure (6-23 months)
- Sofsurfaces Durasafe Premium Series Softile at 2 Inch Depth
Color: 50% Blue and 50% Black
- (1) One 26 Foot x 30 Foot Sun Ports Hip Unit with 8 Foot Entry Height
- 1512 Square Foot of Concrete, 4 Inch Thick, 3,000 PSI, Wire Mesh Reinforced
- 102 Linear Feet, 4 Foot High Composite Fence with (2) Two (4) Four Foot Wide Gates / Self Closing and Positive Latching
- Fence Style Shall be "Shadow Box" Design

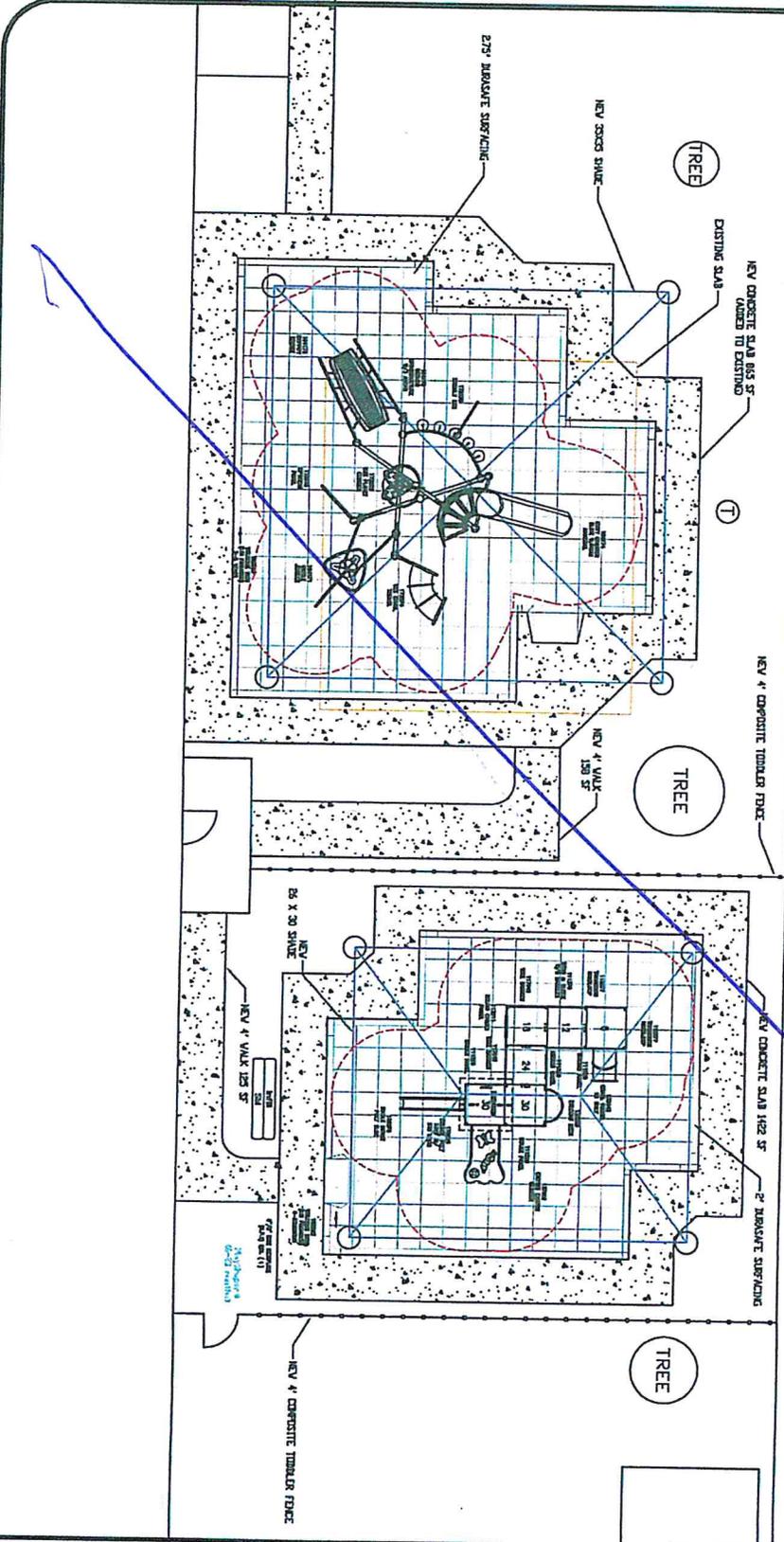
*****Drawings Attached*****

For clarity and enlargement purposes the drawings have been uploaded in a PDF format on Central Bidding at www.jeffparishbids.net.

LOCATION:

Terrytown Head Start
2315 Park Place
Gretna, LA 70056

CONTACT PERSON AT THE JOB SITE: Lonnie Bewley - Phone #: (504) 322-5872

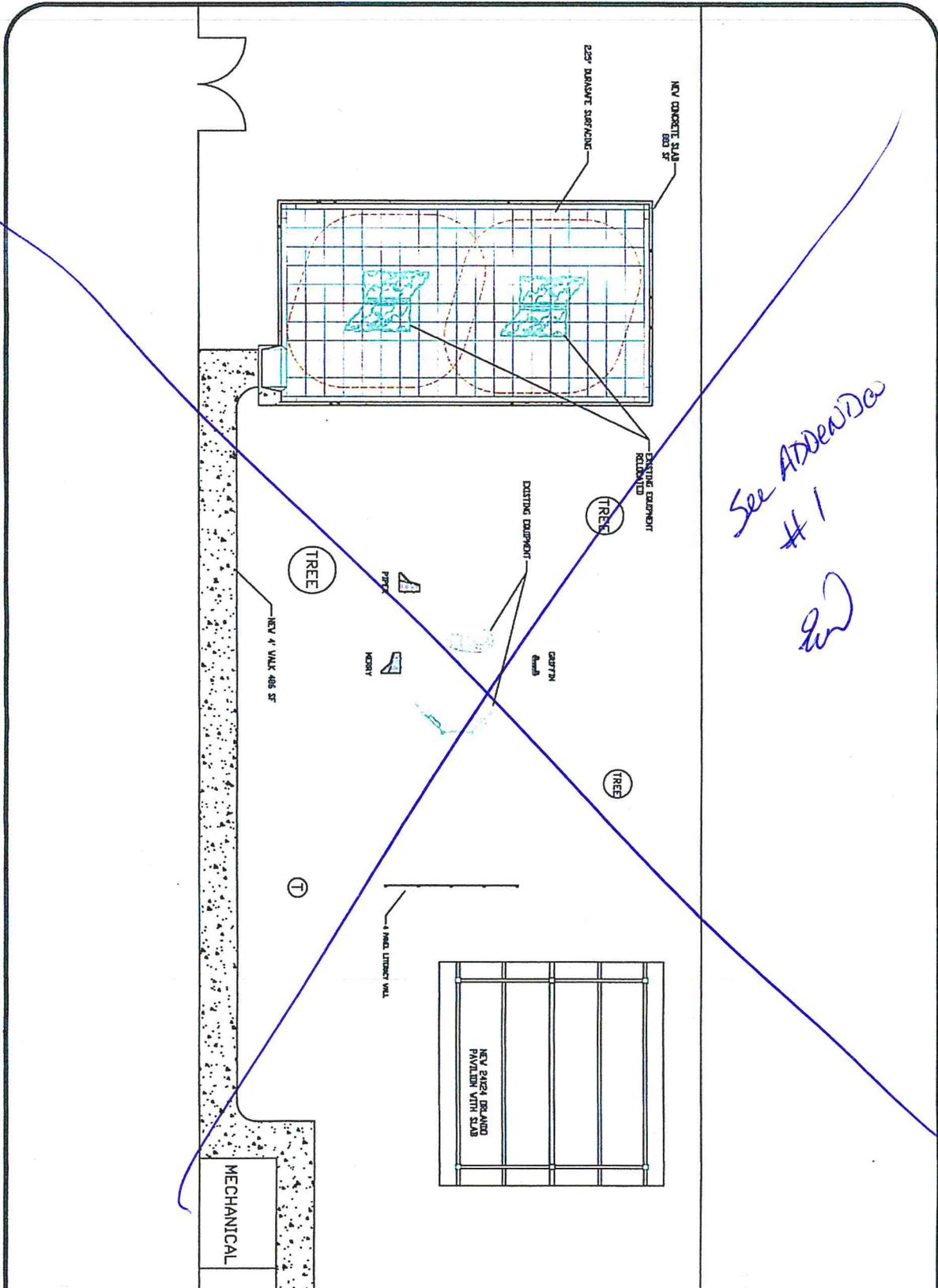


STANDARD RESTRICTIONS WITHIN USE ZONES OF PLAYGROUND EQUIPMENT SHALL BE MAINTAINED. THE PLAY STRUCTURE (FOR EXHAUSTIVE LISTINGS) SHALL BE AT LEAST 84 IN. (2100mm) ABOVE EACH DISCONTINUED PLAY SURFACE OR 84 IN. (2100mm) ABOVE THE FOOT POINT OF SWINGS.

IT IS THE MANUFACTURER'S OPINION AND NOT THE DESIGNER'S AND LANDLORD'S RESPONSIBILITY TO OBTAIN THE CURRENT CODES AND STANDARDS FOR TOYS AND MATERIALS (ASTM) STANDARD ASTM F2373

See Addenda #1

TERRYTOWN GREटना HEADSTART



TERRYTOWN GRETNA HEADSTART

landscape structures



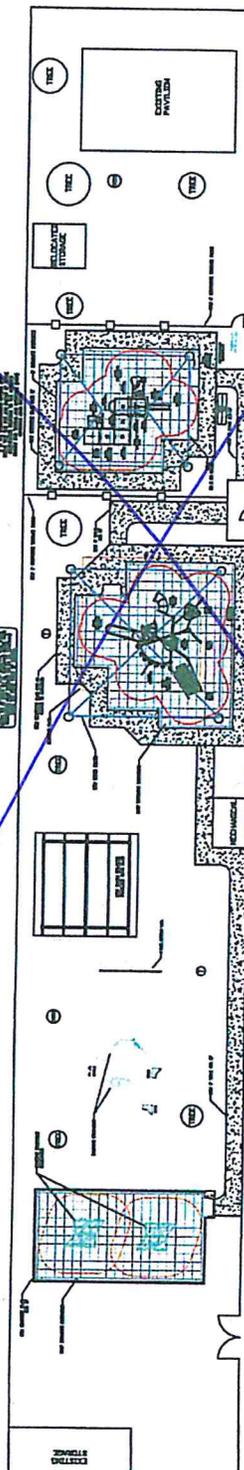
The play area equipment is designed for ages 6-13 months unless otherwise noted on plan.

IF IS THE MANUFACTURER'S DESIGN THAT THE PLAY AREA DOES NOT COMPLY TO ANY OF THE ABOVE LISTED STANDARDS, THE MANUFACTURER SHALL BE RESPONSIBLE FOR PROVIDING AN ACCREDITED PROFESSIONAL ENGINEER TO PROVIDE AS EVIDENCE, OR WITHIN THE CONTRACT USE TIME.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO INSTALL AND OPERATE THE PLAY AREA EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO INSTALL AND OPERATE THE PLAY AREA EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO INSTALL AND OPERATE THE PLAY AREA EQUIPMENT.

DESIGNED BY: MGI
 COMPANY: MGI
 ADDRESS: 10000 W. 10th Ave, Suite 100
 PH: 303-440-1000 FAX: 303-440-1001
 DATE: 02/17/19
 PROJECT: 88574-1-2 SS
 SHEET: 88574-1-1 SS
 DRAWN BY: [Signature]

ACCESSIBILITY/PERFORMANCE (REFER TO PLAN FOR ACCESSIBILITY)



See Addenda #1
 [Signature]

Estimated manufacturing time: 6 weeks from the time of LSI order acceptance.

TOTAL ELEVATED PLAY COMPONENTS	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ACCESSIBLE COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE COMPONENTS ACCESSIBLE BY LEVEL COMPONENTS SHOWN	7	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED	7

Sheet Title: PlayShaper/Veevos
 Drawing #: 88574-1-3

Terrytown/Gretna Head Start
 Gretna, LA



DATE: 5/10/2016

INVITATION TO BID
THIS IS NOT AN ORDER

BID NO.: 50-00116537

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

Page: 1

BUYER: MOVALLE@jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 6/09/2016 AND PUBLICLY OPENED THEREAFTER.

LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS
THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Registration forms may be downloaded from www.purchasing.jeffparish.net and clicking on Vendor Information.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. Sole proprietors submitting bids for public works projects shall within 10 days after bid opening submit sole proprietorship certification.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. IN THE EVENT OF SPLIT AWARD, THE PURCHASING DEPARTMENT MAY CONTACT VENDORS TO REQUEST REQUIRED AFFIDAVITS. THOSE VENDORS WILL HAVE 10 DAYS FROM THE DATE OF NOTICE TO SUBMIT COMPLETE, SIGNED AND NOTARIZED AFFIDAVITS IN ORIGINAL FORMATS.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA-R.S.38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This Electronic Procurement System allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Please note requirements contained in this bid package for electronic bid submission.

Please visit the Purchasing Department webpage at <http://purchasing.jeffparish.net> to register and review Jefferson Parish solicitations.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

2, 3, 4, 5, 6, 7, 10, 11, 13, 14

**PRE-BID CONFERENCE TO BE HELD AT: Terrytown Head Start Cent (Main Office)
2315 Park Pl Gretna, LA 70056 @ 10:00 AM
ON 5/26/2016**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.

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

BID FOR: LABOR, MATERIALS, AND EQUIPMENT
NECESSARY TO FURNISH AND INSTAL
TOT-LOT AND FENCE AT TERRYTOWN
CENTER FOR JEFFERSON PARISH DEP
(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 Jeff Cap
(Owner to provide name of entity preparing bidding documents.) and dated: _____

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, #2

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:

Seventy Eight Thousand Eight Hundred Sixty even Dollars (\$) 78,860.00

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 (\$)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$)

NAME OF BIDDER: DYNA-Play, LLC
ADDRESS OF BIDDER: PO Box 6497 Metairie, La 70009-6497
LOUISIANA CONTRACTOR'S LICENSE NUMBER: 43833
NAME OF AUTHORIZED SIGNATORY OF BIDDER: Eve Marie Werwer
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Member
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: Eve Marie Werwer
DATE: 06/07/16

* 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.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)5.

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

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicted on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

Bid# 50-00116537

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

LABOR, MATERIALS, AND EQUIPMENT
NECESSARY TO FURNISH AND INSTALL A
TOT-LOT AND FENCE AT TERRYTOWN HEADSTAR
CENTER FOR JEFFERSON PARISH DEPARTMENT

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.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt. #__	0010TER LABOR, MATERIALS AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL A TOT-LOT AND FENCE AT THE TERRYTOWN HEAD START CENTER		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	1.00	JOB	\$78,860.00	\$78,860.00

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

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

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

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

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

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

DESCRIPTION:	<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.

IMPORTANT NOTICE TO ALL BIDDERS – BID REQUIREMENTS

Vendors may submit electronic bids with no fee for submission by using Central Auction House. Vendors may visit www.purchasing.jeffparish.net for further information and for link to Central Auction House or visit them directly at www.jeffparishbids.net. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, as published on <http://ethics.la.gov> and applicable Jefferson Parish ethical standards.

As per LA R.S. 38:2212(A)(3)(c)(ii), the bid form shall contain Bid Security or Bid Bond, Acknowledgment of Addenda, Base Bid, Alternates, Signature of Bidder, Name, Title and Address of Bidder, Name of Firm or Joint Venture Corporate Resolution or other appropriate signature authorization, if required, Louisiana Contractors License Number, and on public works projects where unit prices are utilized, a section on the bid form where the unit price utilized in the bid shall be set forth; however, unit prices shall not be utilized for the construction of building projects, unless the unit price is incorporated into the base bid or alternates. Other documentation required shall be furnished by the low bidder within ten calendar days after the bid opening. Such documentation shall be supplied as originals (no copies).

All such required information or documentation not provided with the bid must be provided by the low bidder within 10 calendar days after the bid opening (originals only, no copies). Failure to provide said information and documentation within 10 calendar days after bid opening shall be grounds to declare the bid non-responsive. This information and documentation includes, but is not limited to, the Public Works Bid Affidavit, current W-9 Form and Tax Identification number (if currently not registered as a Parish vendor), and proof of insurance. However, the payment and performance bonds must be supplied by the successful bidder upon contract signing.

Louisiana Contractor's License shall be in the following category:

Building Construction and/or Recreation & Sporting Facilities & Golf Courses

Probable Construction Cost: \$ 81,000

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Letter of Award (copy of adopted resolution awarding bid by Jefferson Parish Council) during this period, the bid accepted shall continue to remain binding until the execution of the Contract.

Attached hereto is the Public Works affidavit which must be provided by the low bidder as an original (not copy) within 10 calendar days after bid opening. This affidavit must be completed, signed and notarized. Failure to do so will cause bid to be rejected.

Low Bidder will execute the formal agreement and will deliver a Performance Bond or Bonds for the faithful performance of the Contract.

Bid Security, in the sum of five percent (5%) of the total bid price (Base Bid and any Alternates), is to become the property of the Owner in the event the successful bidder fails or refuses to execute the Contract or fails to produce performance and payment bonds upon contract signing. If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management

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system(s) as indicated in the electronic bid Solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.

Further, upon receiving a notice to proceed, the Bidder agrees that all work shall be completed as follows: 90 days from notice to proceed

Further, as per Resolutions 113646 and 113647, the Bidder agrees to pay, as liquidated damages, the sum of \$100.00 as follows for: (1) each consecutive calendar day after the agreed date of completion that the work remains substantially incomplete, or (2) each consecutive calendar day after substantial completion that the work has not been finally completed.

In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor or Contractor's Surety additional liquidated damages as detailed in Resolutions 113646 and 113647. These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions:

- (1) Extended architectural and/or engineering fees \$ n/a ;
- (2) Extended Resident Project Representative fees \$ n/a ;
- (3) Extended construction management fees \$ n/a ;
- (4) Extended Owner's overhead and personnel expenses \$ n/a ; and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

In addition to liquidated damages, in accordance with Section 6.02, "Labor; Working Hours," whenever Contractor's work requires inspections in excess of the budgeted amount for inspection, Contractor shall reimburse Owner for the additional costs incurred by the Owner with respect to inspection of the contracted project provided the additional costs for inspections are above the budgeted amount for the contracted project.

For this project, the Project Representative Services, in accordance with the terms of the Engineer's agreement with the Owner, provides that the average hourly rate to be charged for resident inspection for this construction project is \$ n/a and the reasonable budget for such inspections is \$ n/a (the overtime rates shall be \$ n/a per hour). The cost of inspection in excess of this budgeted amount shall be assessed against Contractor's progress payments, all in accordance with LSA R.S. 38:2216(L)(2).

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to this chapter. Every parish contract and every bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of this chapter.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY APPENDIX II TO 2 CFR §200

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor

may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(For all awarded construction contracts with a value greater than \$2,000.00)

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

The Federal Agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to

cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the

prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees—*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in

the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted

under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(for all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(if federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States

after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show

cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the *Federal agency* was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the *Federal agency* with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit with 10 day documents)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

BYRD ANTI-LOBBYING AMENDMENT

(for all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit with 10 day documents)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(for all awarded contracts with a value greater than \$150,000.00)

The Contractor and all subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Eve Marie Werner, Member
(Name and Title of bidder's official)

Dyna-Play, LLC
(Name of bidder/company)

Po Box 6497
(Address)

Metairie, La 70009-6497
(Address)

PHONE 504-342-2875 FAX 504-342-2873

EMAIL eve@dyna-play.com

Eve Marie Werner Signature 06-07-16 Date

General Decision Number: LA160042 02/26/2016 LA42

Superseded General Decision Number: LA20150042

State: Louisiana

Construction Type: Building

County: Jefferson County in Louisiana.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/12/2016
3	02/26/2016

ASBE0053-001 08/31/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 23.81	8.39

ELEC0130-011 06/01/2015

	Rates	Fringes
ELECTRICIAN (Including Communication Technician and Low Voltage Wiring; Excluding Installation of HVAC/Temperature Controls).....	\$ 29.85	10.53

ELEV0016-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.40	29.985+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for under 5 years of service as vacation pay credit.

 ENGI0406-002 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 23.46	8.35
CRANE PREMIUMS:		
50-150 Tons	\$1.75	
Over 150 Tons	\$2.25	

 IRON0058-007 06/01/2015

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 20.95	8.11

 PAIN1244-006 09/01/2015

	Rates	Fringes
GLAZIER.....	\$ 20.41	8.13

 PAIN1244-011 05/01/2014

	Rates	Fringes
PAINTER (Spray).....	\$ 22.15	9.11

 PLAS0567-001 07/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 23.76	6.19

 * PLUM0060-010 11/30/2015

	Rates	Fringes
PIPEFITTER (Including HVAC Unit Installation; Excluding HVAC Pipe Installation).....	\$ 28.58	12.18
PLUMBER (Including HVAC Pipe Installation; Excluding HVAC Unit Installation).....	\$ 28.58	12.18

 SULA2012-023 09/22/2014

	Rates	Fringes
BRICKLAYER.....	\$ 18.88	0.00

Bid Number 50-00116537

CARPENTER (Form Work Only).....\$ 15.00	0.00
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, and Form Work.....\$ 18.45	3.18
DRYWALL HANGER AND METAL STUD INSTALLER.....\$ 18.35	4.33
ELECTRICIAN (HVAC/Temperature Controls Installation Only).....\$ 28.93	6.31
LABORER: Common or General.....\$ 14.68	0.00
LABORER: Mason Tender - Brick...\$ 12.39	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 21.03	0.00
PAINTER (BRUSH AND ROLLER), Excludes Drywall Finishing/Taping.....\$ 18.95	8.91
PAINTER: Drywall Finishing/Taping.....\$ 18.63	3.43
ROOFER.....\$ 16.77	5.66
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 25.54	10.30
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 20.66	0.00
SPRINKLER FITTER (Fire Sprinklers).....\$ 20.98	5.46
TILE SETTER.....\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....\$ 15.00	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Public Works Bid Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

Instruction sheet may be omitted when submitting the affidavit

Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: _____

Eve Marie Werner (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Member of Dyna-Play, LLC (Entity), the party who submitted a bid in response to Bid Number 50-00116537 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:

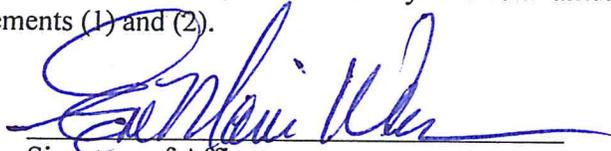
- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S.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

Eve Marie Werner
 Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
 ON THE 8th DAY OF June, 2016.



 Notary Public

STEPHANIE M PRUNTY
 Printed Name of Notary

Notary 12754, Bar No 02057
 Notary/Bar Roll Number

My commission expires Life.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT _____, 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.

*See
Attached
LIC
Report*

SECRETARY-TREASURER

DATE

Print

Notary Search - Detail

Name: MS. STEPHANIE M. PRUNTY
Address: 1101 DEALERS AVE.
NEW ORLEANS, LA 70123
Phone: (504) 733-4077
Notary ID Number: 12754
Parish: JEFFERSON with STATEWIDE JURISDICTION
Agency: N/A
Notary Type: Attorney
Bar Roll #: 2057
Status: Active
Commission Date: 07/15/1985
Oath Date: 06/28/1985
Surety Expiration Date: Not Required
Annual Report Current: Not Applicable

[Back to Search Results](#) [New Search](#)

Tom Schedler
Secretary of State

State of Louisiana
Secretary of State

COMMERCIAL DIVISION
225.925.4704



Fax Numbers
 225.932.5317 (Admin. Services)
 225.932.5314 (Corporations)
 225.932.5318 (UCC)

Name	Type	City	Status
DYNA-PLAY, L.L.C.	Limited Liability Company	METAIRIE	Active

Business: DYNA-PLAY, L.L.C.
Charter Number: 35958781K
Registration Date: 6/13/2005

Domicile Address
 4323 DIVISION STREET
 SUITE #207
 METAIRIE, LA 70002

Mailing Address
 P.O. BOX 6497
 METAIRIE, LA 700096497

Status

Status: Active
Annual Report Status: In Good Standing
File Date: 6/13/2005
Last Report Filed: 5/19/2016
Type: Limited Liability Company

Registered Agent(s)

Agent: EVE M. WERNER
Address 1: 4323 DIVISION ST.
Address 2: SUITE #207
City, State, Zip: METAIRIE, LA 70002
Appointment Date: 6/13/2005

Officer(s)

Additional Officers: No

Officer: EVE M. WERNER
Title: Member
Address 1: 1216 NEW YORK AVE.
City, State, Zip: KENNER, LA 70062

INSURANCE REQUIREMENTS - BIDS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647. The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and said Parish Resolutions. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with contracts. Vendors inquiring about this shall submit his written request to the Purchasing Department prior to the due date of the bid. Contractor must deliver and maintain such insurances as provided; failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

Successful bidder will be required to procure standard insurance policies evidencing Parish mandated insurance requirements indicated below. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected.

1. WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

2. COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

3. COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS: Not required for bid 50-116537

Unless otherwise specified in the bid, these additional insurance is required. Such insurance is due upon contract execution.

OWNER'S PROTECTIVE LIABILITY – not required for bid 50-116537

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE – not required for bid 50-116537

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

NOTE for CERTIFICATE HOLDER:

All insurance certificates shall list the certificate holder as follows:

"The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council." Additionally, the address on the Certificates should reflect the department which is letting the bid and reference the respective bid number.

Revised 2.10.2014



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Brenda J. Campos
Director

May 31, 2016

ADDENDUM # 1

Bid No.: 50-00116537

Bid Opening Date: June 9, 2016 / 2:00 PM

For: Labor, Materials, and Equipment Necessary to Furnish and Install a Tot-Lot and Fence at Terrytown Head Start Center for Jefferson Parish Department of JeffCap

- **REVISED DRAWING**
- **CLARIFICATION OF SPECIFICATIONS**

DRAWINGS:

Remove the current three (3) pages of drawings and replace with the following two (2) pages. The correct drawings are labeled "Revised Per Addendum # 1"

ADD TO SPECIFICATIONS:

Contractor is responsible for moving shed.
Contractor is responsible for removal and disposal of fence.

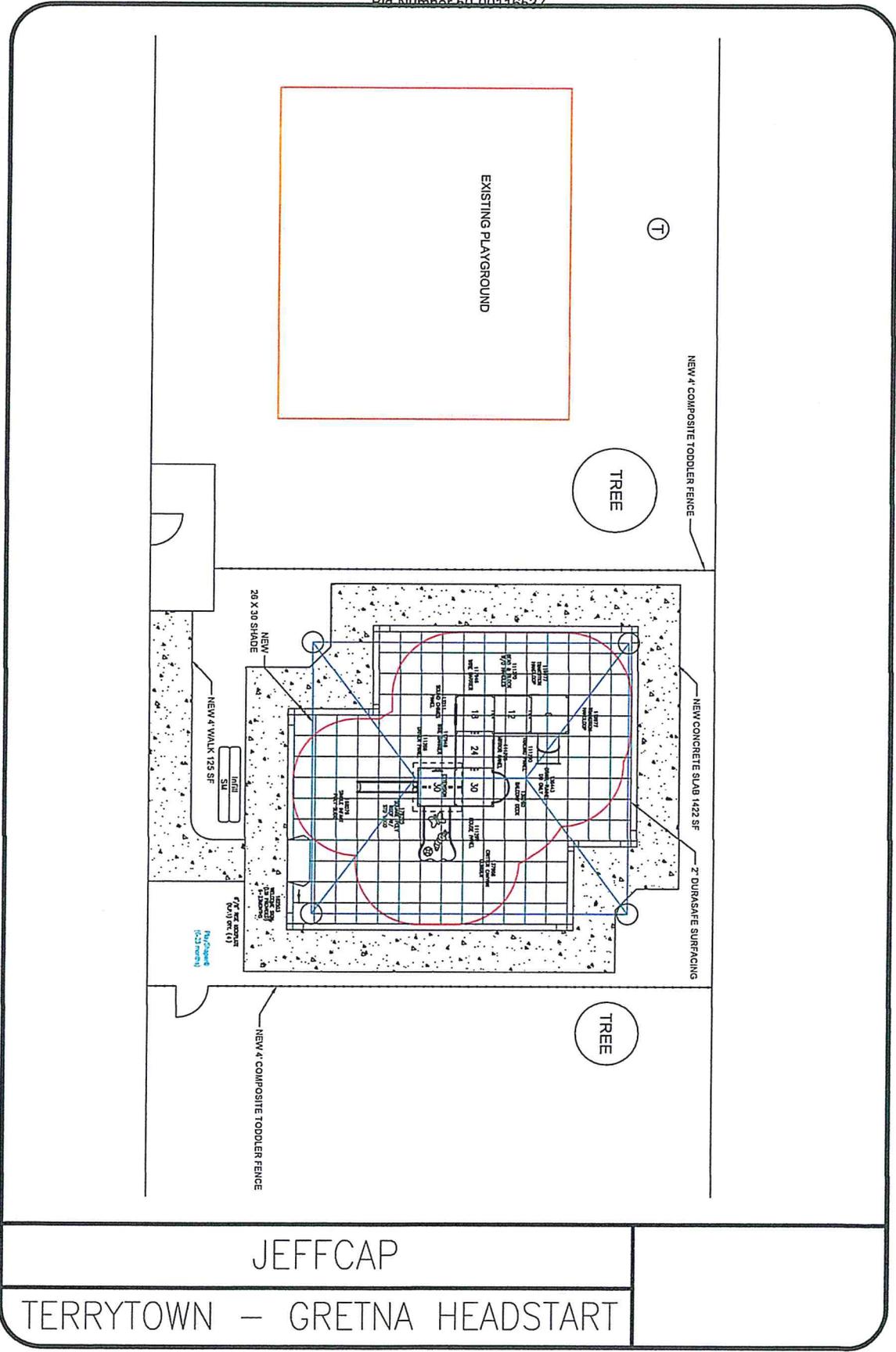
Sincerely,

Melissa Ovalle

Melissa Ovalle, Buyer II
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.



JEFFCAP

TERRYTOWN - GRETNA HEADSTART



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Brenda J. Campos
Director

June 6, 2016

ADDENDUM # 2

Bid No.: 50-00116537

Bid Opening Date: June 9, 2016 / 2:00 PM

For: Labor, Materials, and Equipment Necessary to Furnish and Install a Tot-Lot and Fence at Terrytown Head Start Center for Jefferson Parish Department of JeffCap

➤ **ADDITIONAL SPECIFICATIONS**

Additional Specifications Added to Bid:

Following are fifteen (15) additional pages of specifications. This shall be part of the contract documents

Sincerely,

Melissa Ovalle

Melissa Ovalle, Buyer II
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000116537 - LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO
FURNISH AND INSTALL A TOT-LOT AND FENCE AT TERRYTOWN HEAD
START CENTER FOR JEFFERSON PARISH DEPARTMENT OF JEFF CAP**
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com

06-Jun-2016 01:54:05 PM

**JEFFCAP – TERRYTOWN HEAD START CENTER
6-23 MONTH PLAYGROUND EQUIPMENT SPECIFICATIONS**

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

The provisions of the entire contract documents are hereby made a part of this section.

1.02 STANDARDS

Meet the requirements and recommendations of the applicable portions of the latest edition of Guidelines by the Consumer Product Safety Commission Publication No. 325, Standards by the American Society for Testing and Materials (ASTM Standard #1487-07) and the Americans with Disabilities Act Architectural Guidelines (ADAAG) as set forth in the Federal Register.

1.03 SUBMITTALS

If bidding other than the specified product, contractors shall submit the following information within 10 days of bid opening date, along with a list of deviations from the actual specified items. If bidding other than the specified product bidder shall list Brand and Model they are bidding on their bid form.

- A. Submit product data on all materials specified herein.
- B. Submit complete shop drawings showing all dimensions, details, and specifications of equipment.
- C. Submit colored 3-D drawings
- D. Submit proof of warranty as specified herein.
- E. Submit a detailed list of any deviations from the specified product.
- F. Submit IPEMA certification showing compliance with all applicable portions of the current ASTM F-1487 Standard.

PART 2 - PRODUCTS

2.01 MANUFACTURER

Basis of design is Landscape Structures, Inc. Custom Aluminum PlayShaper structure appropriate for ages 6-23 months, per attached drawing or "Approved Equal".

2.02 SCOPE

This section includes all materials, components, and associated accessories to complete and install the playground equipment specified, or approved equal.

2.03 GENERAL SPECIFICATIONS

- A. **MATERIAL:** All materials shall be structurally sound and suitable for safe play. Durability shall be insured on all steel parts by the use of time tested coatings

such as zinc plating, galvanizing, ProShield finish, Tendertuff (PVC) coating, etc. Color shall be specified.

- B. **HARDWARE (FASTENERS):** Primary fasteners shall be socketed and pinned tamper-proof in design, stainless steel (SST) per ASTM #F879 unless otherwise indicated. All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. The material, when allowed the 72-hour cure time, shall require a minimum of 4 times the installation torque to remove the fastener. Manufacturer to provide special tools for pinned hex fasteners. **NOTE: HARDWARE THAT IS NOT VANDAL RESISTANT AS STATED ABOVE, SHALL NOT BE ACCEPTABLE.**
- C. **TENDERTUFF COATING (or approved equal):** All metal components that should be Tendertuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, and then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in U.V. stabilized, liquid poly vinyl chloride (PVC), and then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick plus or minus .020", at an 85-durometer hardness and have a matte finish. Standard colors are brown, tan, red, and blue.
- D. **PROSHIELD FINISH (or approved equal):** All material components with ProShield finish shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts should be then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer should be applied. The parts should be allowed to cool and then pass through a second set of automatic powder spray guns. A minimum .004" of architectural-grade Super-Durable polyester TGIC powder should be applied. The parts should be oven-cured at 400 degrees F metal temperature for 10 minutes. The average ProShield film thickness should be .006"

ProShield (or equal) should be formulated and tested per the following ASTM standards. Each color should meet or exceed the ratings listed below:

1. Adhesion (D-3359B) rating 5B
 2. Hardness (D-3363) rating 2H
 3. Impact (D-2794) rating minimum 80 inch-pounds
 4. Salt Fog Resistance (B-117 & D1654) 4000 hrs; rating 7 or greater
 5. UV Exposure (G154, 340 bulb) 3,000 hrs; rating delta E of 2 and 90% gloss retention
- E. **DECKS:** All Tenderdecks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Tenderdecks shall be manufactured from a single piece of low carbon 12 gauge (.105") sheet steel conforming to ASTM specification A-569. The sheet shall be perforated then flange formed and reinforced as necessary to ensure structural integrity. The unit shall then be Tendertuff coated brown only. Tenderdecks shall be

designed so that all sides are flush with the outside edge of the supporting posts.

- F. **ROTATIONALLY MOLDED POLY PARTS:** These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" 5/16". Four standard colors are available.
- G. **PERMALENE PARTS (Or equal):** These parts shall be manufactured from 3/4" thick high-density polyethylene that has been specially formulated for optimum U.V. stability and color retention. Compression molded products shall meet or exceed density of. 960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Standard solid colors are tan, red, blue, green, and yellow. Some Permalene parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of contrasting color.
- H. **FOOTINGS:** Unless otherwise specified, all footings shall be for shall be designed for a 2" below grade surface mount application (**see dwgs for exceptions**).
- I. **MAINTENANCE KIT:** An order-specific maintenance kit shall be provided for each structure order. The kit shall include a notebook or packet with a 2nd set of installation documents and order-specific documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit should include touch up primer, appropriate color touch up paint, sand paper, appropriate color touch up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.

2.04 PLAYGROUND GENERAL SPECIFICATIONS

- A. **POSTS:** Post length shall vary depending upon the intended use and shall be a minimum of 42" above the deck height. All posts shall be Powdercoated as specified. All posts shall have a "finish grade marker" positioned on the post identifying the top of the protective surfacing. Top caps for posts shall be aluminum die casts from 369.1 aluminum alloy and Powdercoated to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area from 2 square inches to 20 square inches.
 - 1. Aluminum Posts – PlayShaper (or equal): Aluminum posts should be 2-3/8" square and shall have a minimum wall thickness of .125" and be extruded of 6061-T6 aluminum alloy and have rounded corners and ribbed faces for maximum safety. A cast aluminum top cap shall be installed at the factory with stainless steel knurled spacers and aluminum drive rivets. Flanges for panels and deck supports shall be extruded of 6061-T6 aluminum alloy and slide into slots extruded in posts. Flanges and deck supports shall be attached in the factory with stainless steel knurled spacers and aluminum drive rivets. A molded low density polyethylene cap shall be pressed onto

the bottom end of the post at the factory providing a spread footing. Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a 1/4" x 5" diameter 6061-T6 aluminum surface mount plate and allow for 2" of protective surfacing. Posts shall be powder-coated as specified. **NOTE: STEEL POSTS ARE NOT ACCEPTABLE DUE TO RUSTING.**

- C. **RAILS, HANDLOOPS:** These parts shall be constructed of 1-1/8" O.D. Steel Tubing with a .120" wall thickness. Each end of the rail/handloop shall have a stainless steel knurled, welded insert with 5/8" internal threads. Exposed rails, and handloops shall be TenderTuff-coated (or equal).
- D. **TENDERDECKS:** All decks shall conform to the General Specifications and utilize 3/8" Stainless steel welded studs with stainless steel nuts and washers to secure them to deck hanger clamps. Optional shapes are listed below.
 - 1. **ONE-PIECE SQUARE DECK:** Decks shall conform to the "General Specifications" and finished size shall be 2-5/8" x 44-3/8" square. The maximum step height shall be 6" to a maximum deck height of 30", 42" x 44-3/8" extension decks and 42" square corner decks are also available to combine to make any size of larger deck at the same height.
 - 2. **KICK PLATE:** Shall be fabricated from 11 GA HR flat steel finished with a TenderTuff (or equal) coating.

COMPONENTS AND ATTACHED PLAY EVENTS:

- 1. **ENCLOSURES/HANDHOLD PANELS:** Enclosures should conform to the "General Specifications" for Permalene parts and shall be 30" high x 39 1/2" wide. (6) 3/8" hex-pin cap screws and 3/8" hex-pin flange nuts shall secure panels to bolt flanges on posts. Accessible Reach panels are 39 1/2" wide x 13" high. Panels are as listed below:

Bead & Block Panel	Sound Chimes Panel
Driver Panel	Mirror Panel
House Panel	

- 2. **WIRE BARRIER:** the top and bottom horizontal rails shall be constructed of 1.05" O.D. scheduled 40 tubing. The vertical outside members shall be constructed of 1/4" x 1" flat steel and shall attach to flanges on posts with 3/8" standard fasteners. The inside of the barrier shall be constructed of 3/16" diameter wire welded to the top, bottom and sides. The spacing of the wire shall be 2" high x 3" wide. After fabrication, entire unit shall be TenderTuff (or equal) coated. Height of the barrier shall be 31 1/2" from top of the deck to top of the barrier.
- 3. **INFANT SINGLE POLY SLIDE:** Slide bed shall be rotationally molded from U.V. stabilized linear low density polyethylene, color specified. Exit Footer weldment shall be comprised of 2.375" O.D. RS20 (.095" - .105") galvanized steel tubing and

1/4" x 3" mounting plate. Finish: ProShield®, color specified. Handhold/hood panel shall be solid color Permalene® (or equal).

4. CRITTER CANYON CLIMBER: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified. Insect panel shall be two color Permalene (or equal) measuring 39 1/2" wide x 31 3/16" high. Support weldment shall be comprised of 1.660" O.D. RS-20 (.085" - .095") galvanized steel tubing and fabricated 11 GA (.120") 304 stainless steel plate.
5. TUNNELS: Tunnels and tunnel slides shall be rotationally molded into 24" diameter sections with external bolt flanges with a lip-over design. Tunnel sections shall be attached to each other and to Permalene end panels/enclosures with standard fasteners.
6. BALCONY DECK: Deck shall be straight edge flange formed from 12 GA (.105) sheet steel conforming to ASTM A569. Standing surface should be perforated with 5/16" diameter holes. The finished size should measure 2 5/8" x 34" (straight edge) x 17" radius (curved edge). Unit shall be TenderTuff (or equal) coated brown in color. Barrier weldment should be comprised of 5/8" solid steel vertical rails; 1 1/8" O.D. steel horizontal rails with 203 or 303 stainless steel welded inserts with 5/8" internal threads. Barrier shall be TenderTuff (or equal) coated as specified.
7. WHEEL: The 12" diameter wheel with offset hub shall be cast from 319.1 aluminum alloy. The wheel shall be TenderTuff (or equal) coated with a 303 stainless steel shaft. The wheel clamp should be formed from 3/16" x 2" HRP) zinc plated and a powdercoat finish. **NOTE: PLASTIC OR PAINTED STEEL WHEELS ARE NOT ACCEPTABLE.**
8. SQUARE POLY ROOF WITH LOGO: Roof shall be a rotationally molded one-piece and shall be 54" square. Roof shall be secured to post with (1) 3/8" fastener molded to an aluminum casting and turned onto molded-in "T" nut. Casting shall be secured to post with (2) 1/4" x 5/8" drive rivets. Roof logo should be two color Permalene (or equal) and should measure approximately 41 13/16" wide x 5/18" high allowing for 15 characters.

2.05 INDEPENDENTS - GENERAL SPECIFICATIONS

1. WELCOME SIGN: Sign panel should be fabricated from 11 GA. (.120") (3,05 mm) steel sheet. Finish: ProShield®, gray in color. Sign should be a digital image transferred to a .120" (3,05 mm) thick ProShield coated steel plate, then infused into the ProShield surface. Sign post weldment should be comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube, 1/4" (6,35 mm) HRPO steel sheet and aluminum post cap with a ProShield finish, color specified.

PART 3 - INSTALLATION

All materials must be installed in strict accordance with manufacturer's recommendations and instructions. The installation shall be done by a FACTORY CERTIFIED INSTALLER.

PART 4 – WARRANTY

- **100-Year Limited Warranty** for all stainless steel fasteners, aluminum posts, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- **15-Year Limited Warranty** for all plastic and steel components, including TuffTimbers™, against structural failure due to corrosion/natural deterioration or manufacturing defects. TenderTuff™-coating against structural failure due to natural deterioration or manufacturing defects. (Except Wiggle Ladders, Chain Ladders and Swing Chain). TuffTurf® against material or manufacturing defects when properly installed. Cable on net climbers against breakage.
- **3-Year Limited Warranty** for all other parts, ie: CableCore™ products, Swing seats and hangers, Swing Chain, etc. against failure due to corrosion, natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use.

**JEFFCAP – TERRYTOWN HEAD START CENTER
PRE-ENGINEERED SHADE STRUCTURE**

PART 1 – GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specifications Sections, apply to this section.

1.2 Scope

- A. The shade structure manufacturer shall be responsible for the design, engineering, fabrication, and supply of the work specified herein. The intent of this specification is to have only one manufacturer be responsible for the above functions.
- B. Contractor is responsible for installation of the new shade unit including concrete footings Equipment rental, dumpster, hauling of dirt from holes to be included in contractors pricing. Contractor shall also include any site dressing necessary after completion of installation.

1.3 Submittals

- A. Provide (3) sets of wet-sealed structural engineering design drawings and calculations. These drawings should include; plans, elevations, details, dimensions, support steel sizing, cables and hardware, interfaces to foundation supports, design loads used in structural calculations, and foundation reaction loads.
- B. Provide fabric samples and powder coat colors for final order selection upon request.

1.4 Quality Assurance

Fabrication and erection are limited to firms with proven experience in design and construction of fabric shade structures, and such firms shall meet or exceed the following minimum requirements:

- A. Contractor/Installer should have experience in erecting these type of shade structures.

1.5 Project Conditions

- A. Field Measurements: verify layout information for shade structures shown on the drawings in relation to the property survey and existing structures, and verify locations by field measurements prior to bidding.

1.6 Warranty

- A. The successful bidder shall provide a one (1) year warranty on all labor and materials.
- B. A supplemental warranty from the manufacturer shall be provided for a period of ten (10) years (pro-rated) on fabric and ten (10) years on the structural integrity of the steel, from date of substantial completion.
- C. The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents, and will be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 – PRODUCTS

2.1 General

Pre-Engineered Package:

The proposed structure manufactured by Sun Ports, a brand of USA SHADE & Fabric Structures, Inc., or **APPROVED EQUAL**, shall be modular and pre-fabricated, and include the structural steel frame, fabric roof, steel cables, all fasteners, and installation of structure(s), including foundations.

A. (1) 26' x 30' x 8' entry unit including (1) top and (4) posts

- B. All shade structures are engineered and designed to meet the following loads, but is also dependent on the geographic location of the installation.

Wind speed (Frame only): 150mph

Wind speed (Frame with fabric) 90mph

C. Steel

1. All steel members of the shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications, and the "American Iron and Steel Institute" (AISI) Specifications, for cold-formed members.
2. All connections shall have a maximum internal sleeving tolerance of 0.0625 inches, using high-tensile strength steel sections, with a minimum sleeve length of 6 inches.
3. All non-hollow structural steel members shall comply to ASTM A-36. All hollow structural steel members shall be cold-formed, high-strength steel, and comply with ASTM-A500, Grade C. All steel plates shall comply to ASTM A-572, Grade 50. All galvanized steel tubing shall be triple-coated for rust protection using an in-line electroplating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

D. Bolts

1. All structural field connections of the shade structure shall be designed and made with high-strength bolted connections using ASTM A-354, Grade B or SAE J249, Grade 8.
2. All stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washers for water-tight seals at joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.

E. Welding

1. All shop-welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the "American Welding Society" (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the "Prequalified" welded joints, where applicable, and by certified welders. **No onsite or field welding shall be permitted.**

F. Powder Coating

1. Galvanized steel tubing preparation prior to powder coating shall be executed in accordance to solvent cleaning SSPC-SP1. Solvents such as water, mineral spirits, xylol, toluol, are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning, and prior to surface preparation, shall be executed according to Power Tool Cleaning SSPC-SP3, and utilizing wire brushes, abrasive wheels, needle gun, etc.
2. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance to commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast-cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, as well as other products or foreign material.
3. Powder coating shall be sufficiently applied, with a minimum 3 mils thickness, and cured at the recommended temperature to provide proper adhesion and stability to meet salt-spray and adhesion tests, as defined by ASTM International, formerly known as the American Society for Testing and Materials.
4. Powder used in the powder coat process shall have the following characteristics:
 - a. Specific gravity: 1.68 +/- 0.05
 - b. Theoretical coverage: 114 +/- 4ft²/lb/mil
 - c. Mass loss during cure: <1%
 - d. Maximum storage temperature: 75° F
5. **Epoxy Powder Coating Primer** This product was formulated for excellent corrosion protection over properly prepared steel substrates, where barrier properties and cathodic protection of the steel substrate are critical. Used as a primer in second coat applications for severe service applications.

G. Tension Cable

1. Steel cable is determined based on calculated engineering load.
2. For light and medium loads; 1/4" (nominal) galvanized 7x19 strand cable to be used.
3. For heavy loads; 3/8" (nominal) galvanized 7 x 19 cable to be used.

H. Fabric Roof Systems

1. UV Shade Fabric
 - a. UV Shade Fabric is Shadesure® fabric, manufactured by MultiKnit Ltd., (OR EQUAL) and made of UV-stabilized high-density polyethylene (HDPE). This mesh fabric must be Rachel-knitted with monofilament and tape yarn filler (weighted at 195g per square meter) to ensure that the material will not unravel if cut. Panels are to be ten (10) feet wide.
 - b. Fire testing. Fabric shall conform to, and pass, the ASTM E-84 testing standard, as well as the NFPA701 Test Method 2 standard.
 - c. Fabric Properties: - Life expectancy 8-year minimum with continuous sun exposure
- a. Stitching and Thread

- a. All sewing threads are to be double-stitched, with no sewing/stitching allowed on-site.
- b. Thread shall be GORE™ TENARA® sewing thread (OR EQUAL), manufactured from 100% expanded polytetrafluoroethylene (PTFE). This mildew-resistant, exterior-approved thread shall meet or exceed the following:
 - Flexible temperature range
 - Very low shrinkage factor
 - Extremely high strength; durable in outdoor climates
 - Resists flex and abrasion of fabric
 - Unaffected by cleaning agents, as well as acid rain, mildew, saltwater
 - Rot-resistant, and unaffected by most industrial pollutants
 - Specially treated for prolonged exposure to the sun
 - Lockstitch thread – 1200 Denier or approved equal
 - Chainstitch thread – 2400 Denier or approved equal
- c. All corners shall be reinforced with extra non-tear fabric and strapping to properly distribute load(s).
- d. The perimeters of the fabric top that contain the cables shall be double lockstitched.

PART 3 – EXECUTION

3.1 Installation

Installations of shade structures shall comply with manufacturer’s instructions for assembly, installation, and erection, per approved drawings.

A. Concrete

- 1. Concrete work shall be executed in accordance with the latest edition of the American Concrete Building Code, ACI 318.
- 2. Concrete specifications shall comply as per plans, and as follows:
 - a. 28-day strength F'c 2,500psi
 - b. Aggregate HR (shall conform to ASTM C-33)
 - c. Slump 3 ~ 5
 - d. Portland Cement shall conform to C-150
- 3. All reinforcement shall conform to ASTM A-615, Grade 60.
- 4. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual, and Manual of Standard Practice.
- 5. Whenever daily ambient temperatures are below 80° F, the Contractor may have mix accelerators and hot water added at the batch plant (see below).

Temperature Range	Acceleration	Accelerator Type
75° ~ 80° F	1%	High Early (non-calcium)
70° ~ 75° F	2%	High Early (non-calcium)
Below 70° F	3%	High Early (non-calcium)
- 6. The Contractor shall not pour any concrete when daily ambient temperatures are below 55° F.

END OF SECTION

**JEFFCAP – TERRYTOWN HEAD START CENTER
6-23 MONTH PLAYGROUND SURFACING SPECIFICATIONS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Resilient, interlocking, playground safety surfacing tiles.

1.2 RELATED SECTIONS

- A. Section 03300 - Cast-in-Place Concrete: Concrete subsurface, 3000 psi **Contractor to provide approximately 1550 s.f. of new 4" concrete sub-base and walkways including wire mesh reinforcement and light broom finish as shown on drawing.**

1.3 REFERENCES

- A. ASTM C 67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.
- B. ASTM D 395 - Standard Test Methods for Rubber Property--Compression Set.
- C. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension.
- D. ASTM D 573 - Standard Test Method for Rubber-Deterioration in an Air Oven.
- E. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- F. ASTM D 1667 - Standard Specification for Flexible Cellular Materials-Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).
- G. ASTM D 2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- H. ASTM D 2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials.
- I. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
- J. ASTM E 303 - Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
- K. ASTM F 1292 - 04 - Standard Specification for Impact Attenuation of Surface Systems under and Around Playground Equipment.
- L. US Consumer Product Safety Commission (CPSC) Handbook for Playground Safety.

M. IPEMA Certification

1.4 SUBMITTALS (Within 10 days of bid submittal)

- A. Product Data: Submit manufacturer's product data, including installation instructions and subsurface instructions.
- B. Samples: Submit manufacturer's sample of 1 full tile (upon owner request)
- C. Test Reports: Submit certified test reports from qualified independent testing agency indicating results of impact attenuation testing.
- D. Certificate of Compliance: Submit manufacturer's certificate of compliance indicating materials comply with specified requirements.
- E. Manufacturer's Project References: (upon owner request)
 - 1. Submit list of successfully completed projects.
 - 2. Include project name and location, name of architect, and type and quantity of playground safety surfacing tiles furnished.
- F. Installer's Project References: (upon owner request)
 - 1. Submit Manufacturer's Certified Installer letter for the company doing the installation.
- G. Maintenance Instructions: Submit manufacturer's maintenance and cleaning instructions.
- H. Warranty: Submit manufacturer's **10 Year** warranty as specified.

1.5 INSTALLER'S QUALIFICATIONS:

- 1. Employ persons trained for installation of playground safety surfacing tiles.
- 2. Approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage:
 - 1. Store materials in accordance with manufacturer's instructions.
 - 2. Playground Safety Surfacing Tiles:
 - a. Store tiles in a dry area at a minimum temperature of 50 degrees F (10 degrees C) for a minimum of 72 hours before installation.
 - b. Protect tiles from direct sunlight before installation.
 - 3. Adhesive: Store adhesive in a dry area at a minimum temperature of 50 degrees F (10 degrees C).
- C. Handling: Protect materials during handling and installation to prevent damage.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Tile Temperature: Ensure surface temperature of playground safety surfacing tiles is a minimum of 50 degrees F (10 degrees C) at time of installation.
- B. Air Temperature: Ensure air temperature is a minimum of 40 degrees F (4 degrees C) for a minimum of 24 hours before and during installation.

1.8 WARRANTY

- A. Materials and Workmanship: Playground safety surfacing tile installation shall be warranted for defects in materials and workmanship for **10 years from date of completed installation.**
- B. Performance: Playground safety surfacing tile installation shall be warranted to meet drop height performance requirements of ASTM F 1292 - 04 for **10 years from date of completed installation.**

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. SofSURFACES, Inc., or **APPROVED EQUAL. Non-interlocking tiles will not be acceptable because they do not allow for proper expansion and contraction of the tiles during temperature changes. This can cause gaps, tears, etc that can become a safety hazard.**

2.2 PLAYGROUND SURFACING TILES

- A. Tiles: "SofSurfaces, Inc. Tile "KrosLOCK" DuraSAFE Series (Or Equal)
 - 1. Series: **PREMIUM – 50% black/50% color (pigmented tiles are not acceptable)**
 - 2. Description: Resilient, interlocking, playground safety surfacing tiles.
 - 3. Compliance: Meet or exceed ASTM F 12924 Standards and CPSC guidelines for impact attenuation.
 - 4. Material: Compression-molded, recycled rubber and binding agents.
 - 5. Tile Locking: U-shaped male and female configuration on all 4 sides to lock tiles to adjacent tiles.
 - 6. Top Edges: Chamfered.
 - 7. Tile Bottom: Hollow core stanchion pattern. Stanchions shall have density equivalent to wear layer.
 - 8. Wear Layer:
 - a. Premium Series: Virgin TPV rubber granules. Minimum 0.250 inch thick.
 - 9. Size: 24 1/4" X 24 1/4" Nominal. Installed size: 24 1/16" X 24 1/16"
 - 10. Thickness: 2 inches min. or greater as needed to meet ASTM Standards and minimum G-Max and HIC noted further in the spec.
- B. Test Results:
 - 1. Impact Attenuation, ASTM F 1292: (Independent laboratory test results must be submitted within 10 days of bid submittal)
 - a. **Gmax: Less than 150.**
 - b. **Head Injury Criteria (HIC): Less than 750.**
 - 2. Freeze Thaw, ASTM C 67: No deterioration.
 - 3. Rubber Deterioration / Air Oven, ASTM D 573: No deterioration.
 - 4. Slip Resistance:

- a. ASTM E 303:
 - 1) Dry: 102.
 - 2) Wet: 62.
- b. ASTM D 2047:
 - 1) Dry: 0.81.
 - 2) Wet: 0.82.
- 5. Compression Deflection, ASTM D 1667: 29.5 psi to 25 percent compression.
- 6. Compression Set, ASTM D 395: 4.37 percent permanent set.
- 7. Tensile Strength, ASTM D 412: 107 psi.
- 8. Elongation at Break, ASTM D 412: 165 percent.
- 9. Tear Strength, ASTM D 624: 33.1 pounds per inch.
- 10. Wear Surface Density (Durability): 60 pcf minimum.
- 11. Flammability:
 - a. Burning Pill, ASTM D 2859: Pass.

2.3 ACCESSORIES

- A. Corners:
 - 1. Prefabricated outside and inside corners.
 - 2. Material: Same as playground safety surfacing tiles.
- B. Ramps:
 - 1. Prefabricated Ramps: "SofRAMP Jr." (or equal)
 - 2. Prefabricated ADA-Compliant Ramps: "SofRAMP ADA" (or equal)
 - 3. Material: Same as playground safety surfacing tiles.
- C. Adhesive:
 - 1. Single-component, 100 percent solids, polyurethane.
 - 2. Waterproof.
 - 3. Tube format.
 - 4. Furnished by manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive playground safety surfacing tiles. Notify Architect if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

3.2 PREPARATION

- A. Prepare subsurface in accordance with manufacturer's instructions to ensure proper support and drainage for playground safety surfacing tiles.
- B. Concrete Subsurface:
 - 1. Concrete subsurface shall be a minimum of 4" thick; 3000 psi with mesh reinforcement.
*See Drawing
 - 2. Apply light broom finish.
 - 3. Ensure concrete is sound with no loose material or cracks over 1/8 inch wide.
 - 4. Ensure concrete is a minimum of 10 days old.
 - 5. Test concrete for moisture in accordance with manufacturer's instructions to ensure it has

- sufficiently cured and is dry.
- 6. Power wash existing concrete in accordance with manufacturer's instructions.

3.3 INSTALLATION

- A. Install playground safety surfacing tiles in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Ensure prepared subsurface and tiles are dry and clean.
- C. Layout tile surface in accordance with manufacturer's instructions.
- D. Install tiles in a single installation session.
- E. Layout in advance tiles to be installed in single installation session.
- F. Apply adhesive in accordance with manufacturer's instructions for tile-to-tile and perimeter tile-to-base installation.

3.4 CLEANING

- A. Remove adhesive spills from playground safety surfacing tiles in accordance with manufacturer's instructions.
- B. Clean tiles in accordance with manufacturer's instructions.

3.5 PROTECTION

- A. Protect playground safety surfacing tiles from foot traffic for a minimum of 12 hours after installation.
- B. Protect completed tiles from damage during construction.

END OF SECTION

Bid Bond

Bond Number 41345680

CONTRACTOR:

(Name, legal status and address)

**Dyna-Play, L.L.C.
PO Box 6497
Metairie, LA 70009**

SURETY:

(Name, legal status and principal place of business)

**Platte River Insurance Company
P.O. Box 5900
Madison, WI 53705-0900**

OWNER:

(Name, legal status and address)

**Jefferson Parish
PO Box 9
Gretna, LA 70054-0009**

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

**Terrytown Head Start Project #50-00116537
2315 Park Place
Gretna, LA**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of June, 2016.

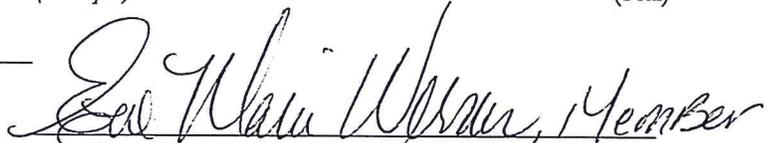


(Witness)

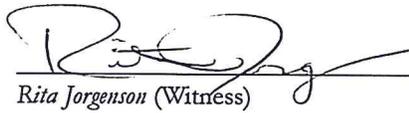
Dyna-Play, L.L.C.

(Principal)

(Seal)



(Title)



Rita Jorgenson (Witness)

Platte River Insurance Company

(Surety)

(Seal)



Ronald Kaiboi, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Louisiana }
County of Jefferson }
Parish

On this 7th day of JUNE, in the year 2016, before me personally come(s) Eve Marie Werner, to me known, who being duly sworn, deposes and says that he/she resides in the City of Metairie that he/she is the Member of the Dyna-Play, LLC, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Stephanie M Prunty
Notary Public
STEPHANIE M PRUNTY
NOTARY 10 12154
PERNO 02057

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41345680

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JACK ANDERSON; RONALD KAIHOI

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

Gary W. Stumper
Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY
Stephen J. Stills
Stephen J. Stills
CEO & President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 6th day of June, 2016.



Antonio Celi
Antonio Celi
Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

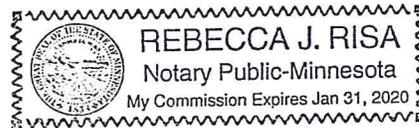
COUNTY OF CHIPPEWA



On this 6th day of June, 2016, before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires 1/31/2020





CERTIFICATE OF LIABILITY INSURANCE

DYNAP-1

OP ID: CS

DATE (MM/DD/YYYY)

05/13/2016

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 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).

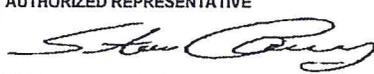
PRODUCER Cooper Insurance Service, Inc Playground Book P.O. Box 638 Lapel, IN 46051 Steve B. Carraway	CONTACT NAME: Steve B. Carraway	FAX (A/C, No): 765-534-2067	
	PHONE (A/C, No, Ext): 765-534-3152	E-MAIL ADDRESS:	
INSURED Dyna-Play, LLC P.O. Box 6497 Metaire, LA 70009	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Western Heritage Insurance Co.		37150
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	SCP1017407	05/20/2016	05/20/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Parish of Jefferson, it's districts, departments, and agencies under the direction of the Parish President and the Parish Council is included as an additional insured regarding the general liability coverage per written contract.

CERTIFICATE HOLDER	CANCELLATION
JEFFERS The Parish of Jefferson PO Box 9 Gretna, LA 70054-0009	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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**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) DYNA-PLAY, LLC	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) PO Box 6497	Requester's name and address (optional)
City, state, and ZIP code Metairie, LA 70009-6497		
List account number(s) here (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

20-3028572

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).

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/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 on page 4.

Sign Here	Signature of U.S. person <i>Steve Mac Williams</i>	Date ▶ 5/7/10
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

2525 Quail Drive, Baton Rouge, 70808

(225) 765-2301



Louisiana State Licensing Board for Contractors



Contractor Information

Business Name DYNA-PLAY, L.L.C. ✓ ✓
 Mailing Address Eve Werner
 P.O. Box 6497
 Metairie, LA 70009-6497
 Phone Number 504-342-2875
 Fax Number (504) 342-2873
 Email Address eve@dynamplay.com

Active Licenses

License Number 43833 ✓ ✓
 Type Commercial License
 Status LICENSED
 Effective 08/19/2014
 Expiration 08/18/2017
 First Issued 08/18/2005

Classifications

Class	Qualifying Party	Parishes
BUSINESS AND LAW	Eve Marie Werner	ALL
BUSINESS AND LAW	Eve Marie Werner	ALL
SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES	Eve Marie Werner	ALL
SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES	Eve Marie Werner	ALL

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CITY OF NEW ORLEANS

MITCHELL J. LANDRIEU
MAYOR

ARKEBIA MATTHEWS, DIRECTOR
OFFICE OF SUPPLIER DIVERSITY

BROOKE SMITH
CHIEF OF STAFF

March 25, 2015

Eve Marie Werner
Dyna Play, LLC
P.O. Box 6497
Metairie, Louisiana 70009
eve@dynamplay.com

RE: SLDBE Recertification Approval

Dear Mrs. Werner,

We are pleased to inform you that **Dyna Play, LLC** has been approved for recertification as a State & Local Disadvantaged Business Enterprise (SLDBE) for the following categories:

Play Field Equipment and Structures
Sporting and Recreational Goods/Supplies
All other Specialty Trade Contractors and Pre-Engineered Structures

Your firm will remain certified until **March 24, 2017**.

Within, 7 business days, your firm's contact information will be active on the City's SLDBE online database. You have also been added to the Office of Supplier Diversity's mailing list to receive our monthly E-Newsletter and announcements.

If you haven't already done so, please complete the City's online vendor registration at <http://purchasing.nola.gov/bsollogin.jsp>. Registering as a City vendor provides you with the ability to view and automatically receive notifications on upcoming procurement opportunities with the City of New Orleans.

If we can be of further assistance, please contact Rocsean Spencer at 504.658.8425.

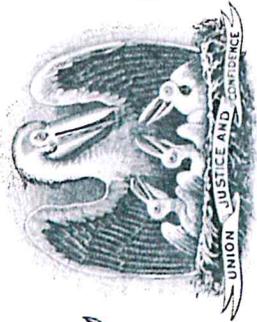
Sincerely,



Arkebia S. Matthews, Director
Office of Supplier Diversity
City of New Orleans



State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

DYNA-PLAY, L.L.C.
Eve Werner
4323 Division St., Suite 207
Metairie, LA 70002

is duly licensed and entitled to practice the following classifications
SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES

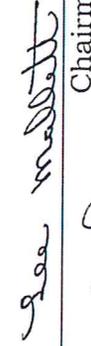


Expiration Date: August 18, 2017

License No: 43833

Witness our hand and seal of the Board dated,
Baton Rouge, LA 19th day of August 2014


Director


Chairman


Secretary-Treasurer

This License Is Not Transferrable

National Recreation and Park Association

Let it be known that

EVE WERNER

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



**Certified
Playground
Safety Inspector**

Eddi Hill

NATIONAL CERTIFICATION BOARD CHAIRPERSON

Barbara Tuligian

NRPA PRESIDENT AND CEO

September 14, 2015

DATE CERTIFIED

32304-1018

CERTIFICATION NUMBER

October 01, 2018

EXPIRATION DATE



**National Recreation
and Park Association**



Certificate of Achievement

Awarded to:

Eve Werner, RISC

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 International Playground Contractors Association

2014-1217

Certificate Number

12/31/2017

Expiration Date

MaryLou Iverson

*MaryLou Iverson - NPCAI
RISC Committee*

12/22/2014

Issue Date

National Recreation and Park Association

Let it be known that

PATRICK KELLY

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



**Certified
Playground
Safety Inspector**

Eddie Hill

NATIONAL CERTIFICATION BOARD CHAIRPERSON

Barbara Tulipone

NRPA PRESIDENT AND CEO

September 14, 2015

DATE CERTIFIED

32313-1018

CERTIFICATION NUMBER

October 01, 2018

EXPIRATION DATE



**National Recreation
and Park Association**



Certificate of Achievement

Awarded to:

Patrick Kelly, RISC

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 International Playground Contractors Association

2014-1201

Certificate Number

12/31/2017

Expiration Date

MaryLou Iverson

*MaryLou Iverson - NPCAI
RISC Committee*

12/22/2014

Issue Date

National Recreation and Park Association

Let it be known that

HERBERT COLLINS

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



**Certified
Playground
Safety Inspector**

Eddie Hill

NATIONAL CERTIFICATION BOARD CHAIRPERSON

Barbara Tuligone

NRPA PRESIDENT AND CEO

September 14, 2015

DATE CERTIFIED

32321-1018

CERTIFICATION NUMBER

October 01, 2018

EXPIRATION DATE



**National Recreation
and Park Association**

Terrytown/Gretna Head Start

Gretna, LA December 7, 2015 89574-1-2



*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 12 weeks from the time of LSI order acceptance.

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landscape structures



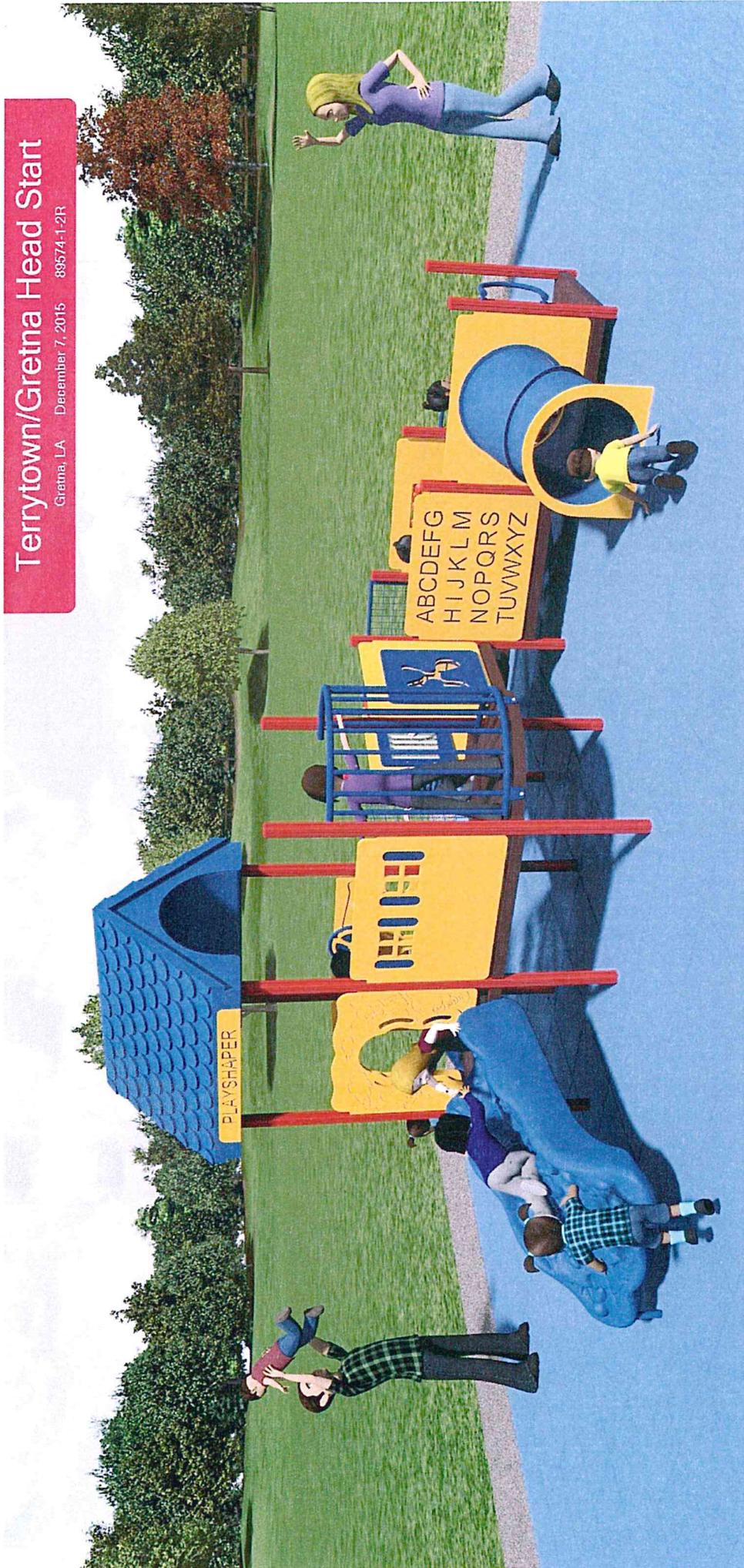
**Better playgrounds.
Better world.®**
playlsi.com

Proudly presented by:



DYNA-PLAY^{LLC}
Dynamic Playgrounds for Every Environment
www.dynaplay.com

Terrytown/Gretna Head Start
 Gretna, LA December 7, 2016 89574-1-2R



*Custom products are shown as conceptual only. **Custom product manufacturing time for this project will be approximately 6 weeks from the time of LSI order acceptance.



**Better playgrounds.
 Better world.®**
 playlsi.com

Proudly presented by:

DYNA-PLAY LLC
 Dynamic Playgrounds for Every Environment
 www.dynaplay.com

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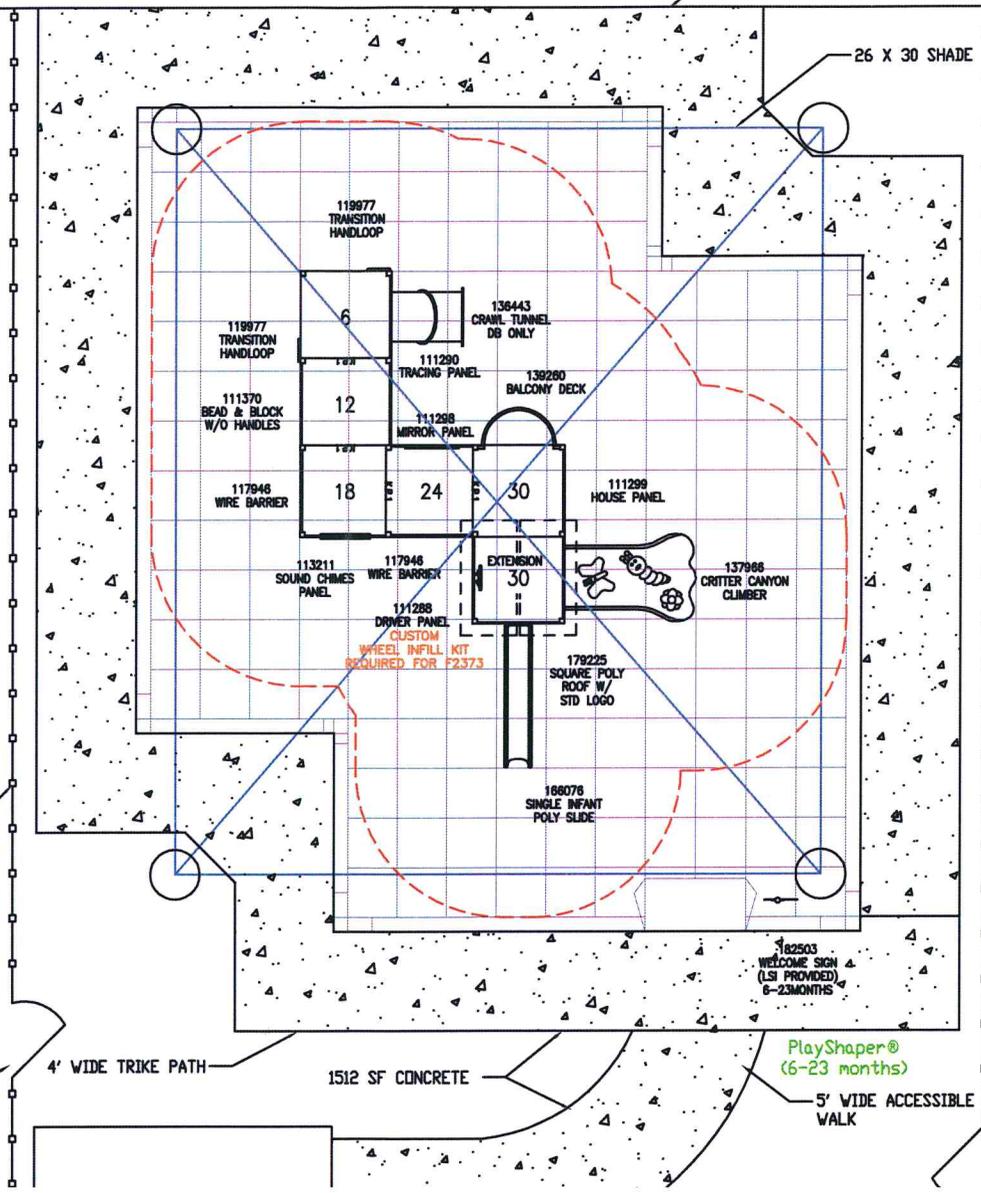
Infill
SM

4" x 8" RISE KICKPLATE
(K.P.1) QTY. (4)

EXISTING FENCE

26 X 30 SHADE

*OVERHEAD OBSTRUCTIONS WITHIN USE ZONES OF PLAYGROUND EQUIPMENT THAT ARE NOT PART OF THE PLAY STRUCTURE (FOR EXAMPLE, TREE LIMBS) SHALL BE AT LEAST 84 IN. (2130mm) ABOVE EACH DESIGNATED PLAY SURFACE OR 84 IN. (2130mm) ABOVE THE PIVOT POINT OF SWINGS.



NEW 4' HIGH TODDLER FENCE SEE SPECIFICATION

NEW 4' HIGH TODDLER FENCE SEE SPECIFICATION

APPROX. 102 LF OF NEW FENCE REQUIRED

3' GATE

4' WIDE TRIKE PATH

1512 SF CONCRETE

PlayShaper® (6-23 months)

5' WIDE ACCESSIBLE WALK

3' GATE



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Environmental Management System of:

Landscape Structures Inc.

**601 7th Street South
Delano, Minnesota 55328
USA**

Has been assessed by Orion Registrar and found to be in compliance with the following Environmental Management Standard:

ISO 14001:2004

The Environmental Management System is applicable to:

Design and Manufacture of Playground Equipment including Product Development, Pre-sale Design, Order Engineering, Manufacturing (including: Fabrication, Welding, Powdercoat Painting, PVC Coating, CNC Routing, Rotational Molding, Concrete Operation, Assembly, Distribution, Manufacturing Support, Sales and Marketing, Materials Management, Accounting, Information Technology and Administrative Functions.

The Certification period is from

November 29, 2014 to November 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 00355-00001. Certificate ID A0000509-9.

IAF / NAICS / SIC Code(s): 17 / 33992 / 3949



Paul M. Burck

Paul M. Burck, President

11/20/2014

Date



7502 W. 80th Avenue, Suite 225 ▼ Arvada, Colorado 80003 ▼ 303-456-6010 ▼ FAX 303-456-6681 ▼ www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>

#755-2427



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Quality Management System of:

Landscape Structures Inc.

601 7th Street South

Delano, Minnesota 55328

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Quality Standard:

ISO 9001:2008

The Quality Management System is applicable to:

Design and Manufacture of Playground Equipment including Product Development, Pre-sale Design, Order Engineering, Manufacturing (including: Fabrication, Welding, Powdercoat Painting, PVC Coating, CNC Routing, Rotational Molding, Concrete Operation, Assembly, Distribution, Manufacturing Support, Sales and Marketing, Materials Management, Accounting, Information Technology and Administrative Functions.

The Certification period is from

November 29, 2014 to November 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 00355-00001. Certificate ID A0000177-11.

IAF / NAICS / SIC Code(s): 17 / 33992 / 3949



Paul M. Burck

Paul M. Burck, President

11/20/2014

Date



7502 W. 80th Avenue, Suite 225 ▼ Arvada, Colorado 80003 ▼ 303-456-6010 ▼ FAX 303-456-6681 ▼ www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>

#755-2426



This Certificate Approves

Hybrid Construction, LLC

As having met the high standards necessary to become a

Certified Installer

of equipment manufactured by Landscape Structures Inc

CALENDAR YEAR 2009-10

Date

A handwritten signature in black ink, appearing to read "T. J. ...", written over a horizontal line.

Official Validation



Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e.: Pulse™ products, CableCore® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, PVC belting material, HealthBeat® resistance mechanism, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2016 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

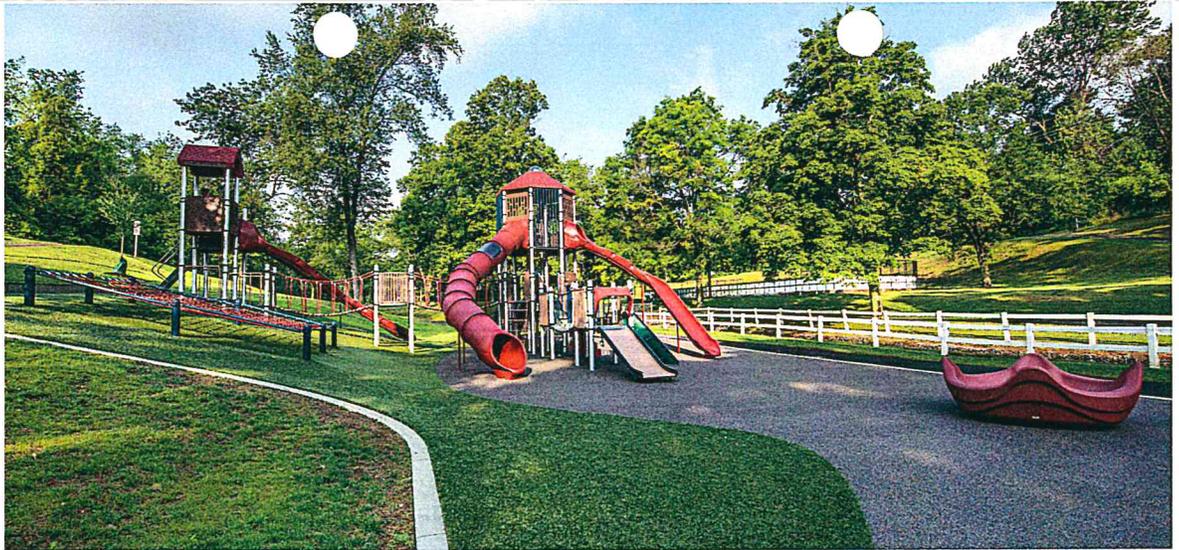
THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2016



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

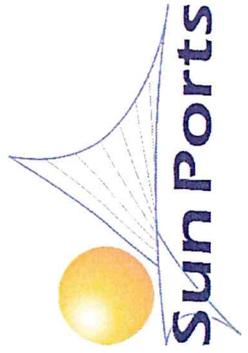
PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com



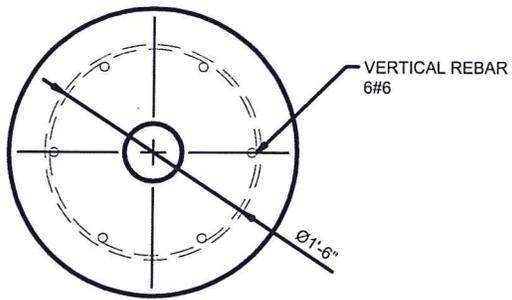
JEFFCAP – TERRYTOWN HEAD START



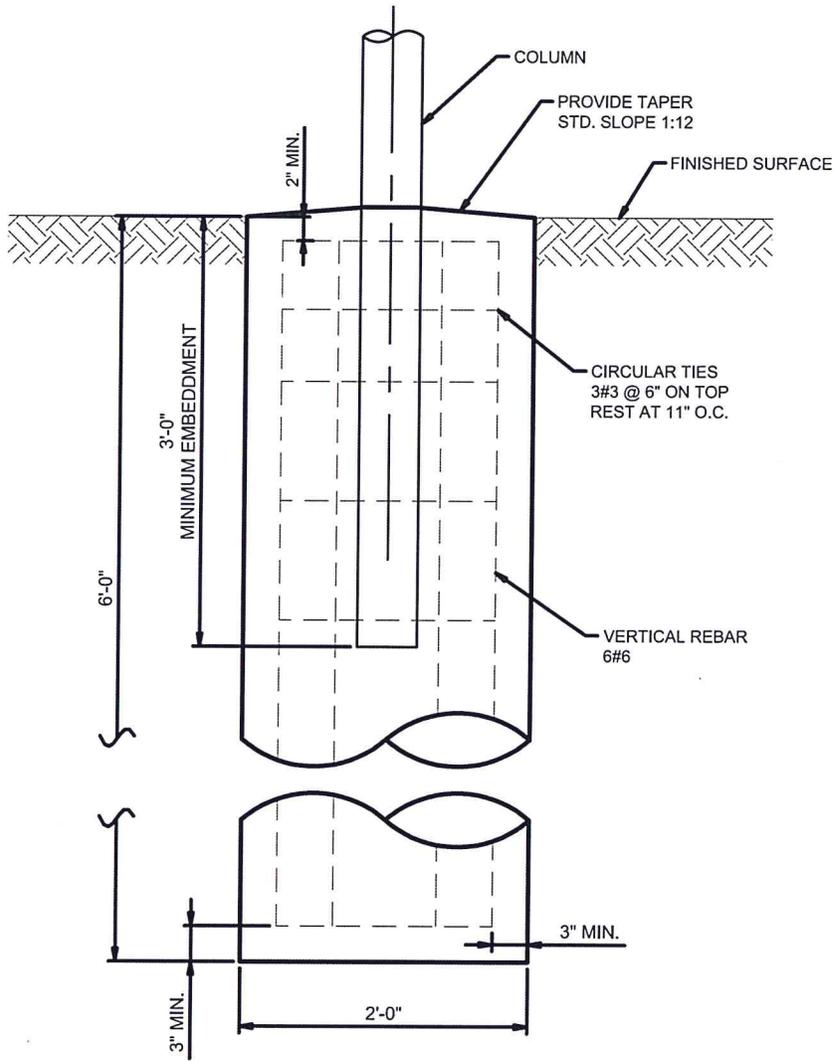
(1) 26' X 30' X 8' ENTRY HIP UNIT

DYNA-PLAY LLC
Dynamic Playgrounds for Every Environment
www.dynaplay.com

NOTE: TYPICAL FOOTING NOT FOR CONSTRUCTION



TOP VIEW



FOOTING TYPE 04
EMBED (FPIH-04-03)

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF USA SHADE AND FABRIC STRUCTURES, INC. AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.



DRAWING NAME			
FOOTING TYPE 4 EMBED (3 FT.)			
PROJECT NAME			
FOOTING STANDARDS			
PROJECT No.	DRAWING No.	PAGE	
	FPIH-04-03	1	
SIZE	SCALE	REV	DRAWN BY: FPRE 12/27/07
A4	NONE		CHECKED BY:
			APPROVED BY:

REV	DESCRIPTION	DATE	DRW	CHK	ENG
-----	-------------	------	-----	-----	-----

International Accreditation Service

CERTIFICATE OF ACCREDITATION

This is to signify that

**USA SHADE & FABRIC STRUCTURES, INC. AND WHOLLY OWNED SUBSIDIARIES
SHADE MANUFACTURING, INC. AND SHADE AMERICA, INC.**

8319 CHANCELLOR ROW
DALLAS, TEXAS 75247

Fabricator Inspection Program FA-428

has demonstrated that its in plant inspection program for structural steel fabrication is in compliance with the International Accreditation Service, Inc., Accreditation Criteria for Fabricator Inspection Programs for Structural Steel (AC172) and is recognized under Section 1704.2.2 of the 2000, 2003 or 2006 *International Building Code*®, commencing February 23, 2009.

Accreditation covers inspections conducted in accordance with the fabricator's approved quality control manual and the requirements of AC172. Periodic inspections are conducted by Bucher, Willis and Ratliff Corporation (AA-586), at 8319 Chancellor Row/Dallas, TX 75247, to monitor fabrication inspection processes for structural steel welding. Accreditation is limited to inspections related to the fabrication processes and procedures only. Accreditation does not cover the product, the design or the performance characteristics of fabricated products.


Patrick V. McCullen
Vice President


C. P. Ramani, P.E.
President

Print Date: 08/07/2009

This accreditation certificate supersedes any IAS accreditation certificate bearing an earlier date. The certificate becomes invalid upon suspension, cancellation, revocation, or expiration of accreditation. See the IAS Accreditation Listings on the web at www.iasonline.org for current accreditation information, or contact IAS directly at (562) 699-0541.



Statement of Warranty for USA SHADE brands Shade Structures - Sun Ports - VPS

2014

General:

- USA SHADE provides a limited warranty on all USA SHADE-supplied labor and materials. No other warranty is implied.
- The warranty set forth shall be the purchaser's sole and exclusive warranty, and is void if units are not paid for in full.
- The warranty is void if any changes, modifications, additions, or attachments are made to the structures without written consent of USA SHADE.
- The Warranty is void if the structures are assembled in strict compliance with USA SHADE specifications.
- The warranty will be void if regular maintenance is not performed. This is particularly critical in regions where dirt/sand may cause abrasion of fabric.
- The warranties below are effective from the date of sale, or, if assembled by USA SHADE, the date of construction completion.
- USA SHADE reserves the right to repair or replace any item covered by this warranty.
- Purchaser shall notify USA SHADE in writing, detailing any defects for which a warranty claim is being made.
- USA SHADE shall not in any event be liable for indirect, special, consequential, or liquidated damages.
- USA SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- No signs, objects, fans, light fixtures, etc., may be hung from the structures, unless specifically engineered by USA SHADE. These items may interfere with the fabric, voiding the warranty.
- The warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, any Act of God (i.e. hurricane, tornado, micro/macroburst), including but not limited to, ice, snow or wind in excess of applicable building code parameters.
- For all units installed by USA SHADE the "Customer Checklist and Sign-off" form must be signed and returned to USA SHADE within 10 business days from the construction completion or USA SHADE will not be held responsible for any damage to the structures. The warranty will also be considered null and void until this checklist is received by USA SHADE.

Shadesure™ Fabric:

- Shadesure™ fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration with the exception of Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.
- This warranty shall be void if damage to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God (i.e. hurricane, tornado, micro/macroburst), including but not limited to, ice, snow or wind in excess of the applicable building code parameters
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.





Shadesure™ Fabric (cont.):

- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter (s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE, or its agents, all labor for the removal, assembly and/or freight will be at the customers' expense and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA 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. USA SHADE does not warrant that any particular 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 color.

Colourshade® FR Fabric:

- Colourshade® FR fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration with the exception of FR Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric pro-rated at 10% per annum over the 10 years.
- This warranty shall be void if damage to the shade fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macroburst), including but not limited to, ice, snow or wind in excess of the applicable building code parameters.
- All fabric tops are only warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly on and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE or its agents, all labor for the removal, installation and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA 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. USA SHADE does not warrant that any particular 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 color.





Sunbrella® Fabric:

- Sunbrella® fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against Sunbrella® fabric becoming unserviceable due to color or strength loss from normal usage and exposure conditions, including sunlight, mildew and atmospheric chemicals. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for 1 year, thereafter years two through eight the fabric only excluding labor for assembly of finished cover will be replaced at no charge and in the ninth year a 30% discount from the current selling price of the fabric only excluding labor for assembly of the finished cover and in the tenth year a discount of 15% from the current selling price of the fabric only excluding labor for assembly of the finished cover will be covered under the Sunbrella® Warranty.
- This warranty shall be void if damage to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God (i.e. hurricane, tornado, micro/macroburst), including but not limited to, ice, snow or wind in excess of the applicable building code parameters
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter (s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE, or its agents, all labor for the removal, assembly and/or freight will be at the customers' expense and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA 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. USA SHADE does not warrant that any particular 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 color.

NOTE: Shadesure™ and Colourshade® FR fabric warranties cover fabric tops up to 40' in length. Fabric tops over 40' in length are covered by a non-prorated 5-year warranty. Additionally, fabric tops made from other fabric types (i.e. Sunbrella) will include their respective manufacturer's warranty.

Shadesure™ and Coolbrella® are trademarks of USA SHADE & Fabric Structures.
Colourshade® is a registered trademark of Multiknit® Pty. Ltd.
Sunbrella® is a registered trademark of Glen Raven Custom Fabric, LLC.





Steel:

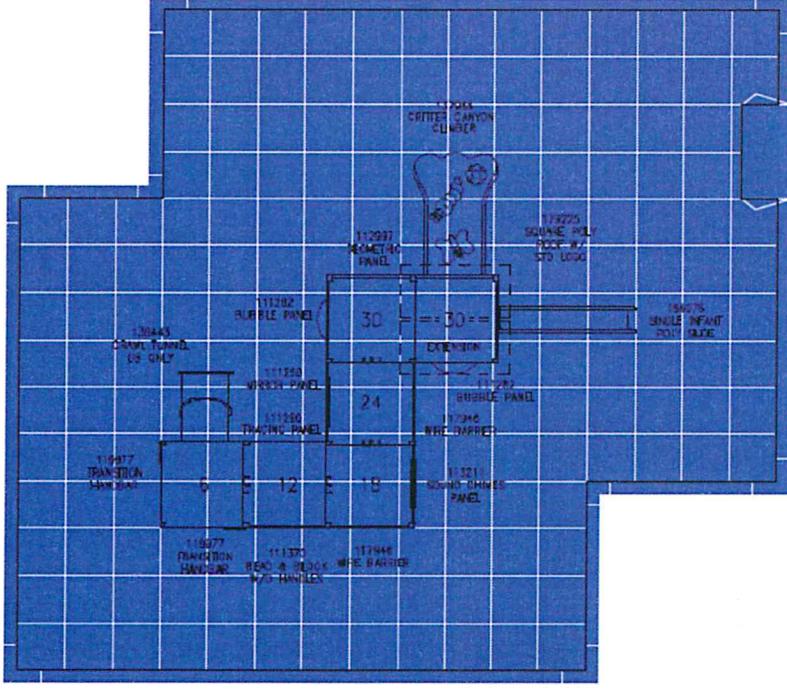
- The structural integrity of the steel is warranted for 10 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including but not limited to, ice, snow or wind in excess of applicable building code parameters

Thread:

- USA SHADE warranties its sewing thread for a period of 8 years.
- The thread will be free from defects in material/workmanship and will not be damaged by exposure to sunlight, weather or water.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any Act of God (i.e. hurricane, tornado, micro/macrobust) including but not limited to ice, snow or wind in excess of the applicable building code.
- Labor for the removal, assembly and/or freight of tops with damage caused by thread will only be covered in instances where USA SHADE has assembled the unit. In all cases where units where not assembled by USA SHADE, all labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of defective materials.



JEFFCAP – TERRYTOWN HEAD START



SofSURFACES DuraSAFE Tile Layout
SoftILE KrosLOCK Premium Series
50% Blue / 50% Black



IPEMA Certificate of Compliance



ISSUE DATE: 6/8/16 - JEFFCAP- TERRYTOWN HEAD START

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1292-13, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Standard.

The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1292-13.

To verify product certification, visit www.ipema.org

MANUFACTURER

Sofsurfaces Inc.
4393 Discovery Line
Petrolia, NON 1R0

PRODUCT NBR

DSPR200

PRODUCT LINE

SofTILE KrosLOCK Premium DuraSAFE Series 2.00"/3'

DESCRIPTION
SofTILE KrosLOCK Premium DuraSAFE Series

INTERNATIONAL
PLAY EQUIPMENTS
DESCRIPTION



You may verify this certificate by visiting IPEMA's website at <http://ipema.org>



Let it be known that

Patrick J Kelly – Hybrid Construction, LLC

having satisfied the standards set forth in the
SofSURFACES Training Program
and is hereby authorized to use the designation

Certified SoftILE® Installer

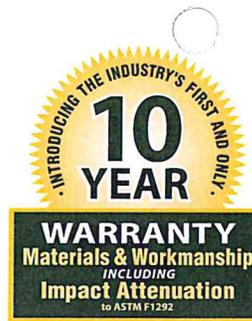
under the conditions that ongoing program requirements and
standards continue to be met

Harry van Klaveren, Installation Manager

Certified: June 15, 2010

Jeremy Morningstar, Managing Director





10 Year Limited Warranty

SofSURFACES Inc. (the "Seller") warrants that the SofTILE safety surfacing system will be free from defects in materials and workmanship. The Seller further warrants that the SofTILE safety surfacing system complies with the requirements of the ASTM F1292-04 Standard specification for impact attenuation of surface systems under and around playground equipment.

What does the warranty cover?

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, when installed according to the manufacturers' specifications, will ensure the surface remains fixed and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height for which the SofTILE system was rated by the manufacturer at time of purchase.

How long does the warranty coverage last?

This is a 10 year limited warranty, prorated as outlined in the warranty coverage schedule shown below. This warranty may be transferred with the property.

What will we do?

Any segment of a SofTILE surface that meets the warranty criteria will be repaired or replaced, at the Seller's option and in conjunction with the warranty coverage schedule below.

How do you submit a warranty claim?

A warranty claim should be made directly to the Seller. Claims made via telephone should be directed to 800-263-2363. Written claims should be sent to: SofSURFACES Inc. PO Box 239, 4393 Discovery Line, Petrolia, ON N0N 1R0. If you would like to submit a claim request in writing, please provide the following information: a description of the claimed defect and the date the defect was discovered, photographic images (if applicable) of the claimed defect, the date of the original installation, the project name and your name, address and phone number. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule:

The Seller shall be responsible for 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more than six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such costs):

<u>Number of years from date of original shipment to date of claim</u>	<u>Percentage of purchase price of product for which Seller is responsible</u>
0-6.....	100%
More than 6, but less than 7.....	60%
More than 7, but less than 8.....	40%
More than 8, but less than 9.....	30%
More than 9, but less than 10.....	20%

Warranty Exclusions

This warranty does not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to 2000 pounds per square inch). Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. SofTILE resilient surfacing is not designed to perform under such concentrated high pressure. SofSURFACES will not accept claims for damage caused by extreme high forces

Additional Considerations:

- The Seller's liability is limited to the material and transportation costs of repair or replacement of the product at the Seller's option. The Seller shall be responsible for installation costs and the costs of other work in connection with such repair and replacement only if such work was performed by Seller in the original installation. Where SofTILE is installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such SofTILES are excluded from this warranty.
- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished products will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any products at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state and province to province.



Purchase Date: _____ Contact Name: _____

Project Name: _____

SofSURFACES Inc.

SofTILE

KrosLOCK

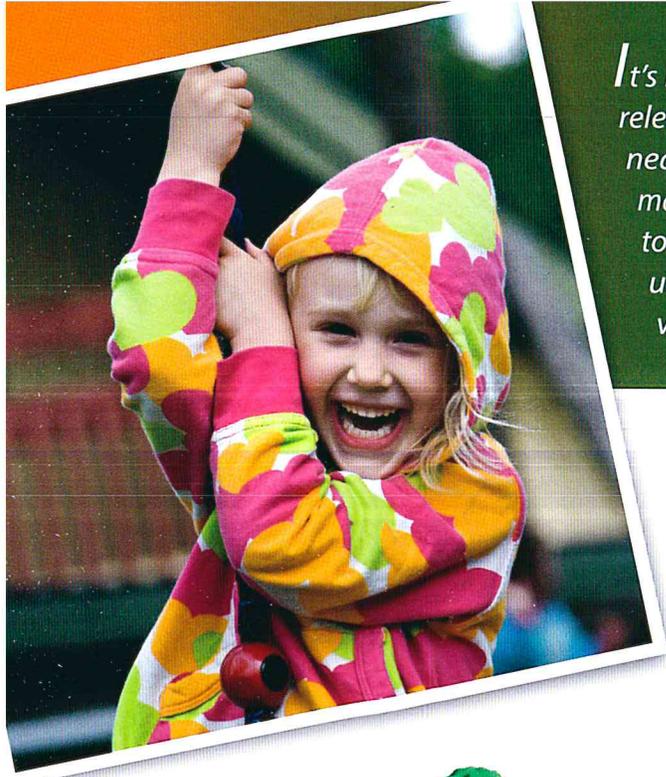
DURASAFE SERIES

INTRODUCING THE INDUSTRY'S FIRST AND ONLY
10 YEAR

WARRANTY
Materials & Workmanship
INCLUDING
Impact Attenuation
to ASTM F1292

INTERNATIONAL PLAY EQUIPMENT
PUBLIC PLAY SURFACING
**IPEMA
CERTIFIED**
to
ASTM
F1292
MANUFACTURERS ASSOCIATION

To verify product certification,
visit www.ipema.org



It's no secret that kids have vast imaginations matched only by their relentless pursuit of adventure. To see this up close, just take a trip to the nearest neighborhood playground where a well-designed guardrail is magically transformed into a high-wire act, or a slide becomes a giant wave to be surfed. In spite of our best intentions, playground equipment is often used in a manner inconsistent with its original design intent and the very nature of children's play makes falls to the surface inevitable.

Since 1992, SofSURFACES has been a pioneering voice within the playground safety arena, advocating for safer and higher performing surfacing systems. Ours is a company built on firsts.

In 1998, we revolutionized the industry by introducing the first warranty that included continual compliance with safety standards.

In 2007, we increased this warranty to 10 years, another first and another important step in bringing about change within the safety surfacing industry.

Also in 2007, we became the first and only company to voluntarily increase our



internal benchmarks for safety compliance ensuring that our surfaces performed a minimum of 25% better than regulatory requirements.

The introduction of our DuraSAFE product marks our latest and boldest efforts to set the standard for playground safety performance. SofTILE DuraSAFE has been engineered to comply with the safety ratings mandated for vehicle impact safety by The National Highway Traffic Safety Administration; performance that exceeds current playground regulations by nearly 50%. Our decision to become the first company to engineer a product to comply with this stringent benchmark was based on the simple premise that every child deserves to be as safe on the playground as they are in a vehicle.

In the following pages, we will guide you through the various steps involved in evaluating a playground safety surfacing system. **Durability, Consistency, Value and Safety** are among the topics we will explore. Along the way we hope to offer some insight into the principles that have transformed SofSURFACES into the world's leading manufacturer of playground safety surfacing systems.

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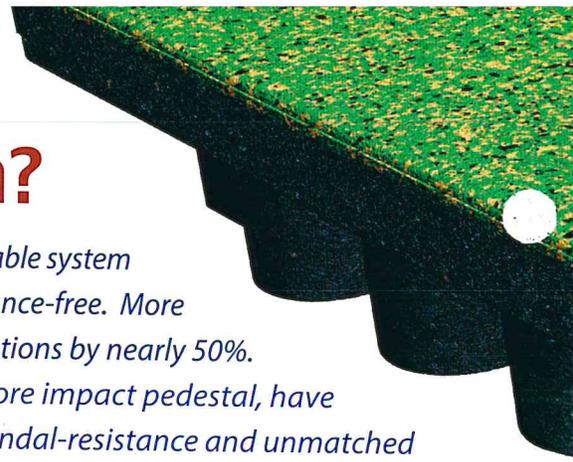


**A Company
 Built on Firsts**

What is the

SofTILE DuraSAFE System?

The pinnacle in playground surfacing, DuraSAFE is an exceptionally durable system that locks in place, is vandal resistant, Class 'A' fire-rated and maintenance-free. More importantly, DuraSAFE offers safety performance that exceeds regulations by nearly 50%. Key features, such as the unique interlocking design and hollow-core impact pedestal, have produced outstanding functional elements, including durability, vandal-resistance and unmatched safety performance. The SofTILE DuraSAFE Series has been designed specifically to eliminate maintenance costs, premature wear, and non-compliance with safety standards, while providing a truly ADA compliant surface.



What Can SofTILE DuraSAFE Offer You?

Engineered Impact Pedestal Design

SofTILE DuraSAFE utilizes a hollow-core impact pedestal design that has been engineered to reduce the impact force associated with a fall. SofTILE DuraSAFE's impact pedestals act like a series of 64 interdependent shock absorbers on the underside of the tile system. Comparative testing between SofTILE DuraSAFE and competing products consistently demonstrates the vastly superior safety performance of the SofTILE DuraSAFE design.



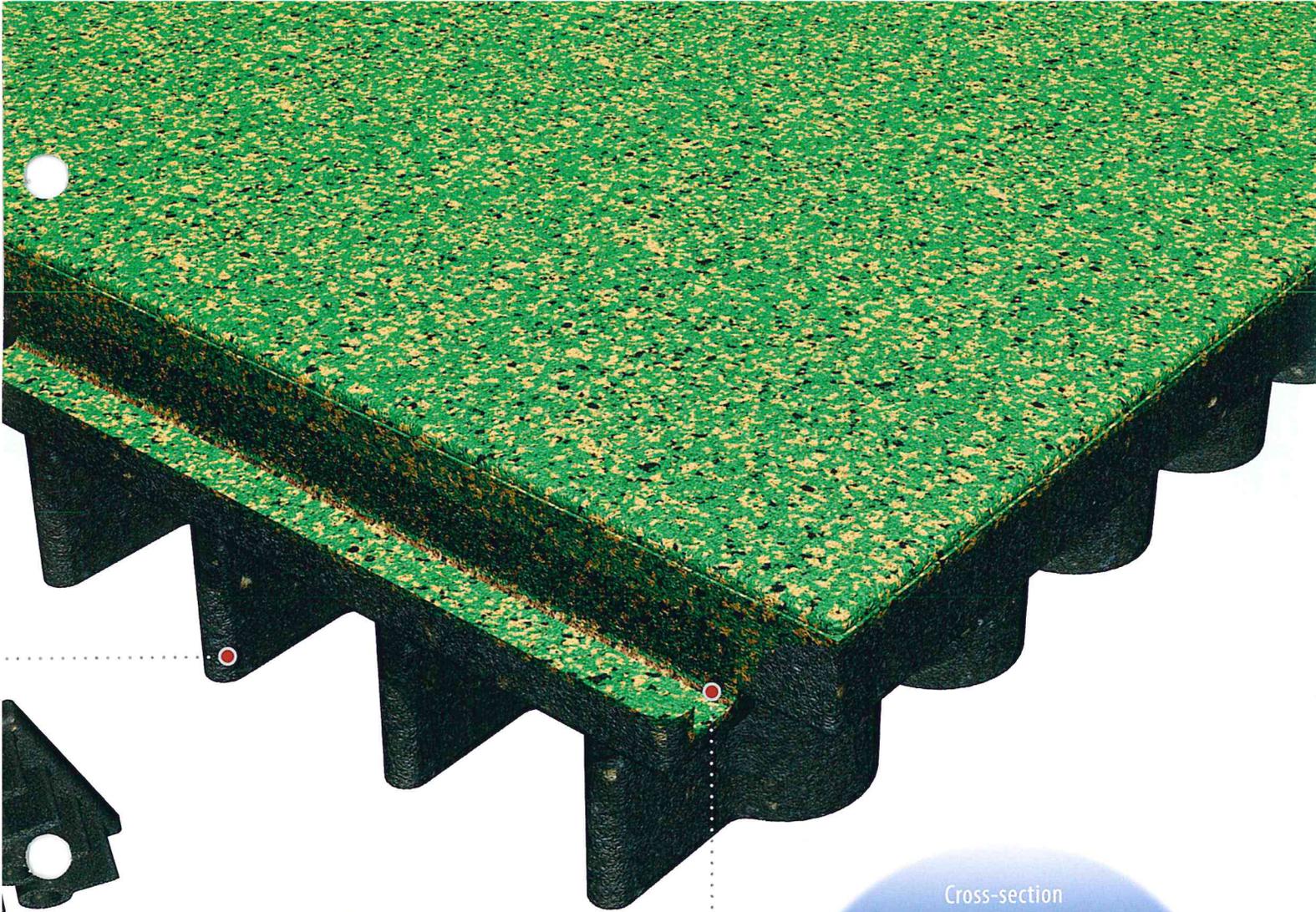
A Wide Range of Accessories

Architectural excellence and a professional installation are easy to achieve with matching accessories including; profiled edging, inside and outside corner pieces and ADA compliant transitions. All of our accessories are designed to work together seamlessly in form, fit and function. Whether your installation is over concrete or aggregate, retained or open, our line of accessories provides everything you need to create a beautiful finished space.



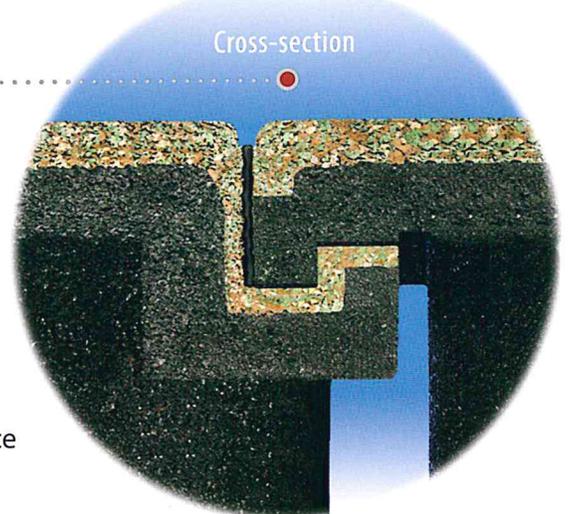
Outside Corner

SofRAMP Jr.



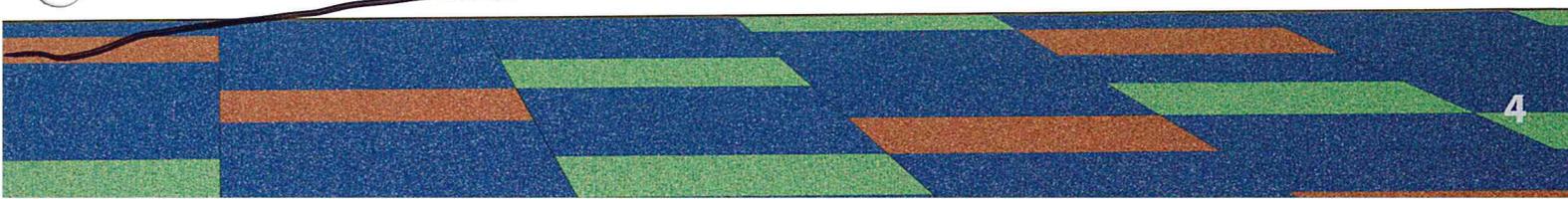
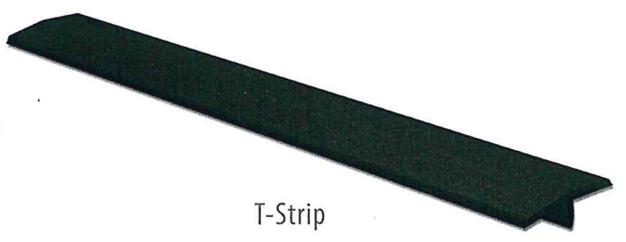
Innovative Locking Design

SofSURFACES' unique locking systems have been the corner stone of our product line for nearly 20 years. Our KrosLOCK design represents the pinnacle in locking design technology, ensuring that when properly installed, the system will remain tight, secure and vandal-resistant through years of heavy use.



Superior Safety Values

SofTILE DuraSAFE has been engineered to provide safety performance at approximately half the allowable limit.

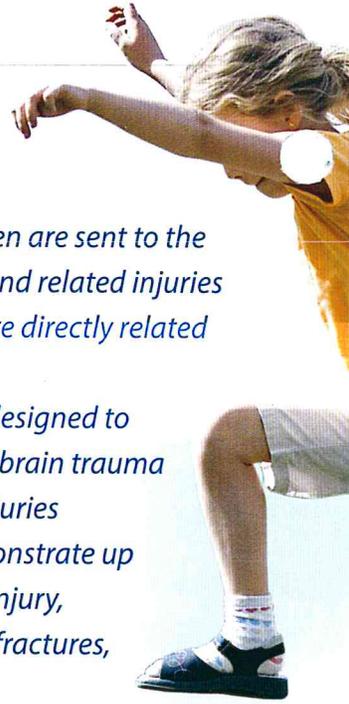


Safety First



Did You Know?

- Each year over 200,000 children are sent to the emergency room for playground related injuries
- Nearly 80% of these injuries are directly related to falls to the surface
- Current safety standards are designed to prevent only the most serious brain trauma to the exclusion of all other injuries
- Even compliant surfaces demonstrate up to an 85% risk of "moderate" injury, including skull trauma, facial fractures, and loss of consciousness
- Unfortunately, research has demonstrated that up to 69% of synthetic playground surfaces studied were not compliant with basic safety standards



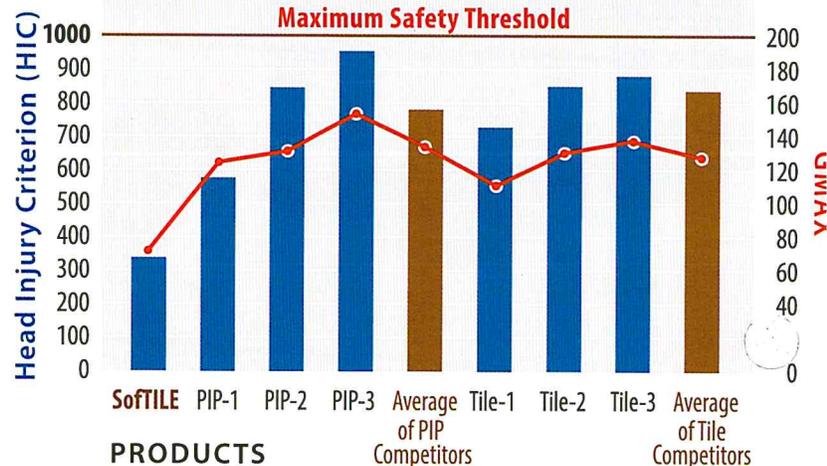
Fall Height Assurance

Many surfacing options provide safety performance that approaches the maximum allowable thresholds at the time of installation. Since the performance of playground surfacing deteriorates over time, surfaces that are initially underperforming often result in non-compliance issues after a few short years of use. Relying solely on a manufacturer's laboratory test results can often leave playground owners and caretakers with a false sense of security.

The DuraSAFE Difference

SofSURFACES has partnered with our local representatives to become the only company to offer free safety performance testing of your installed surface. We are proud of our products' performance and we believe that you deserve to know exactly how your surface is performing before you pay for it.

HIC & GMAX / POURED-IN-PLACE (PIP) & TILE COMPARISON CHART



Based on actual lab reports for an 8 foot drop height at 23 degrees C.

Excellence in Reliability & Consistency

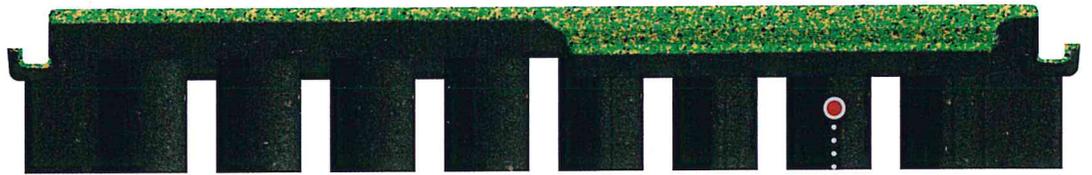
After manufacturing, every SofTILE undergoes a strict quality control review by way of computerized quality assurance systems. Each tile is weighed, the temperature recorded, and the thickness and dimensions measured.

In addition, each of the 64 hollow-core impact pedestals are individually tested for performance and structural integrity through a sophisticated series of load cells and compression movements. Upon successful inspection, each tile is assigned a serial number for future tracking.



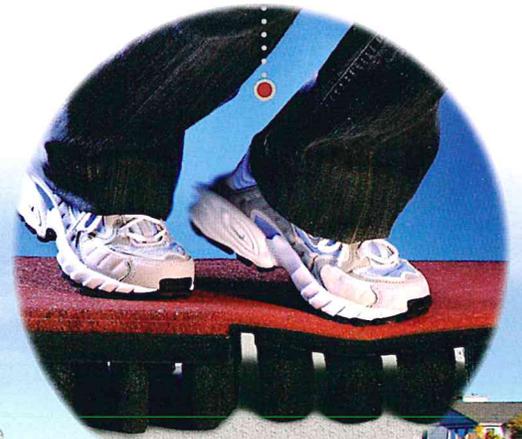
Computerized Quality Assurance System

64 Hollow-Core Impact Pedestals



Peace-of-Mind

Unlike other synthetic surfaces, such as poured-in-place, our state-of-the-art quality control system ensures that every single square foot of your playground surface has been thoroughly performance-tested prior to installation, and thoroughly field-tested after installation.



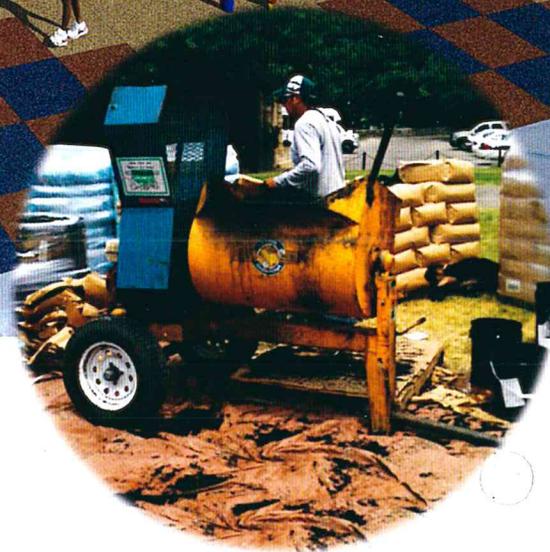


Precision Manufacturing

Surfacing systems, such as poured-in-place, are manufactured on location resulting in many variables that can affect long-term durability and safety performance.

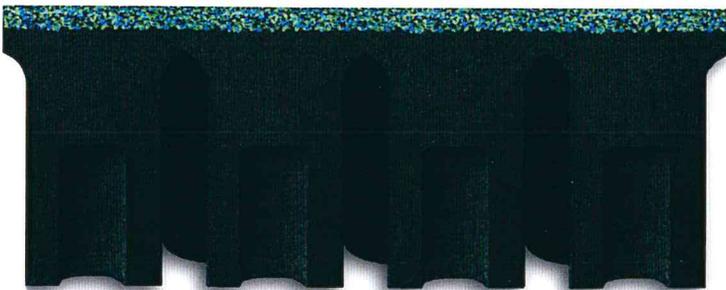
When you purchase a SofTILE DuraSAFE surface, you are purchasing a system that was manufactured under the strictest of process controls. Raw materials are precisely weighed, temperatures and humidity are computer controlled, and all mixing, leveling, and molding are completed robotically so that each and every SofTILE is produced under ideal conditions and in an identical sequence.

Our manufacturing process is centered around the core principals of **Design, Reliability, and Dependability** ensuring that SofTILE DuraSAFE will look and perform as well tomorrow as it does today.



Typical Poured-In-Place Installation

SofTILE DuraSAFE is considerably denser when compared to poured-in-place systems. The dense composition serves to improve durability performance, and also prevents the migration of sand and other contaminants into the body of the surface, thus reducing maintenance and preserving the safety performance of the system.



Dense SofTILE DuraSAFE



Porous Poured-In-Place

Design

ofSURFACES has designed a proprietary molding process unlike any other system in the world. This unique process allows SofTILE's top wearing course to be compression molded to a significantly higher density when compared to competing products.

Reliability

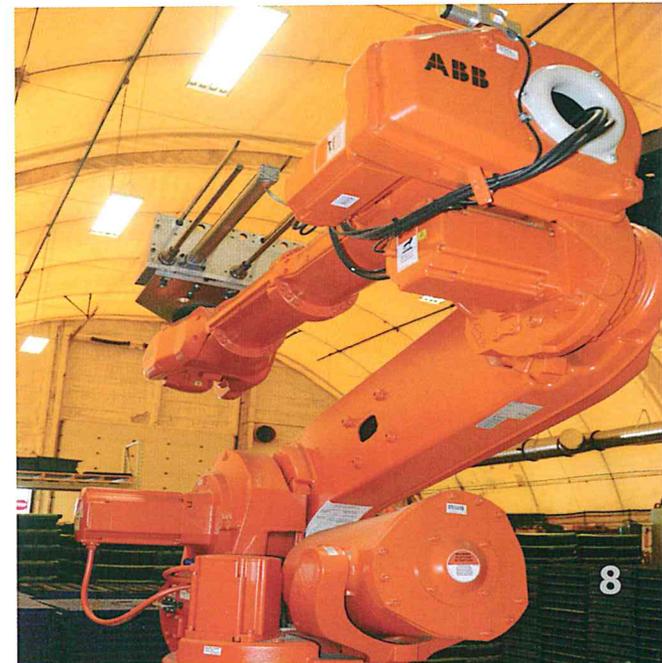
Manufacturing extremely durable surfacing systems is more than just product design. We use only the highest quality materials provided by the premier suppliers in the rubber and polyurethane industries. All materials are certified by our vendors to meet or exceed our stringent specifications, and materials entering our system are catalogued through retained samples for quality control purposes.

Dependability

Utilizing the latest in process analytics, and HMI (Human Machine Interface) technology, every aspect of the manufacturing process is closely monitored and tightly controlled within the framework of ISO 9001:2008.

The End Result?

Every square foot of a SofTILE DuraSAFE system has been performance-tested and assigned a serial number for ultimate traceability, repeatability and reliability.



Sustainability & Energy Stewardship

At SofSURFACES, we are committed to operating our business in a manner that uses resources wisely, and protects the quality of our environment, as well as the health and safety of our families and communities. As an industry leader in recycled products manufacturing, our products are made in state-of-the-art facilities where we strive to continually improve our quality, efficiency, and responsible resource management.

1 Million

All of our production scrap is collected and recycled back into the system so nothing goes to waste. Each year this translates into nearly 1 million pounds of diverted industrial scrap.

750,000

This year approximately 750,000 passenger tires will be diverted from North America's landfills to be used in the manufacture of our family of products.

77%

77% of our raw material supplies come from within 180 miles of SofSURFACES manufacturing site, resulting in less fuel burned in transporting materials and less waste from excess inventory.

15/16%

In 2012 SofSURFACES completed the extensive process of engineering a new production system with a strong focus on energy conservation, resulting in a 15% reduction in natural gas and a 16% reduction in electricity consumption.



“ Just as we cannot blame others for destroying the environment, so we cannot look to others to protect the environment. Responsibility for both begins at home. ”

Paul Griss, *The Daily Planet*



100%

SofTILE DuraSAFE is sustainable in that 100% of the product can be returned to our facility, reprocessed and reintegrated into new products.

93%

SofTILE DuraSAFE contains up to 93% post consumer recycled content with each tile utilizing a minimum of 1.5 passenger tires in its manufacture.

7%

SofSURFACES has implemented systems to ensure that harmful emissions are not released to the environment. Systematic air monitoring indicates that environmental emissions are less than 7% of allowable limits.

LEED

SofTILE DuraSAFE is compatible with a variety of LEED requirements and can contribute to multiple LEED credits over various rating categories.





Maintenance

Individual tiles can be easily replaced.

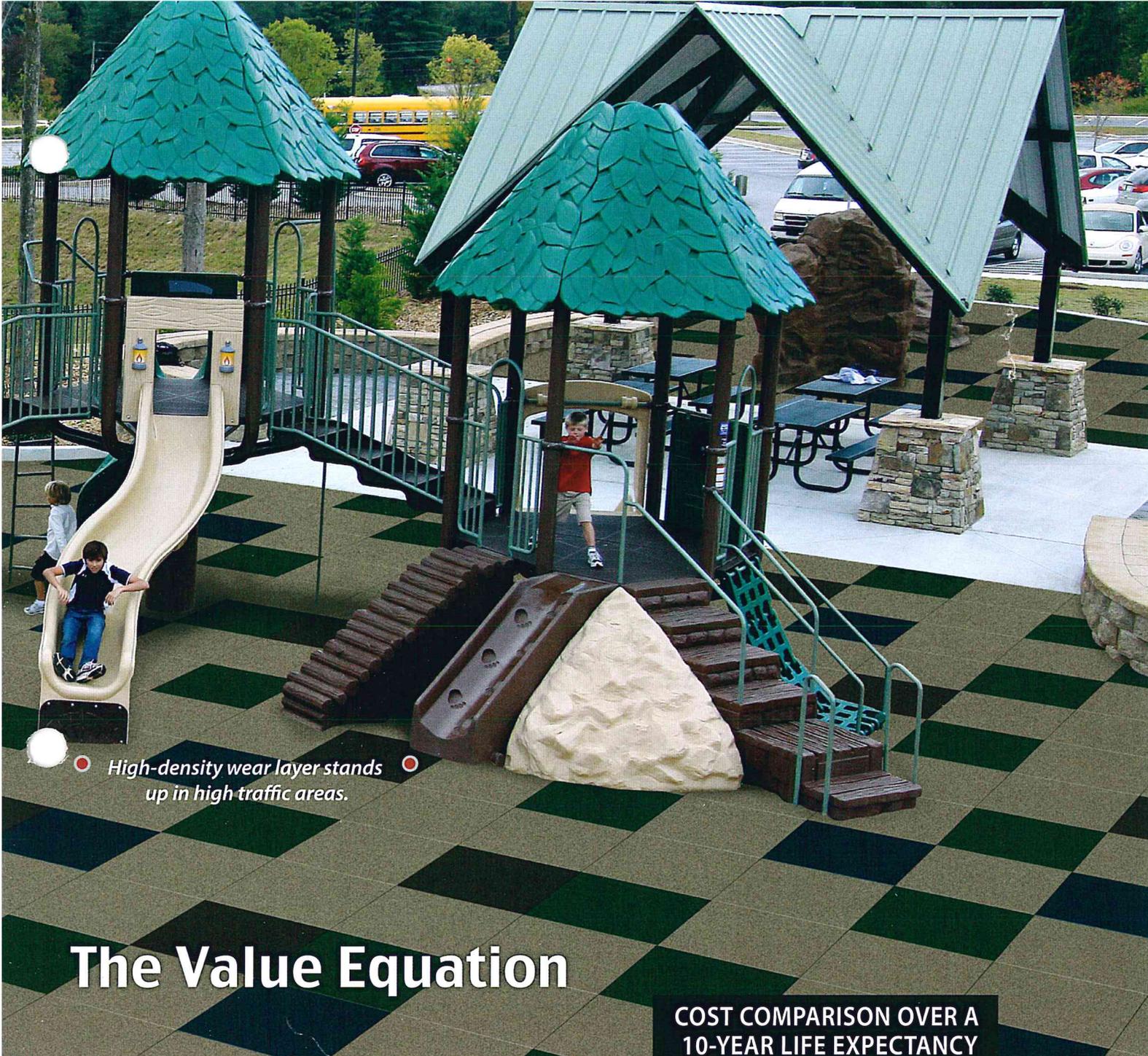
Some say that no playground surface is truly maintenance-free. We disagree.

When evaluating playground surfacing, the long-term maintenance costs associated with various options will vary considerably. While most purchasers recognize the significant maintenance costs associated with loose fill systems, few realize that many synthetic surfaces also require considerable ongoing maintenance for optimal structural and safety performance.

SoftTILE DuraSAFE's engineered design, combined with exceptional safety performance, extreme durability, and certified installation, translates into a system that is truly maintenance-free.

The End Result?

An investment into a SoftTILE DuraSAFE system will prove to be the lowest cost surfacing investment when projected over the life of the product.



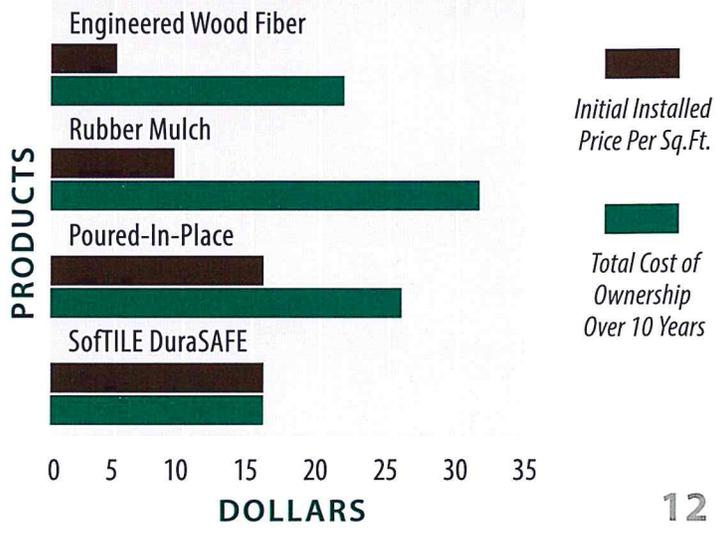
High-density wear layer stands up in high traffic areas.

The Value Equation

COST COMPARISON OVER A 10-YEAR LIFE EXPECTANCY

Loose fill surfacing can be an attractive option based on lower upfront costs, however significant ongoing maintenance requirements often negate initial savings. Surprisingly, many synthetic surfaces also require periodic maintenance to ensure optimal performance.

For a complete breakdown of the costs of various surfacing options projected over a 10 year time line please visit our website at www.sofsurfaces.com





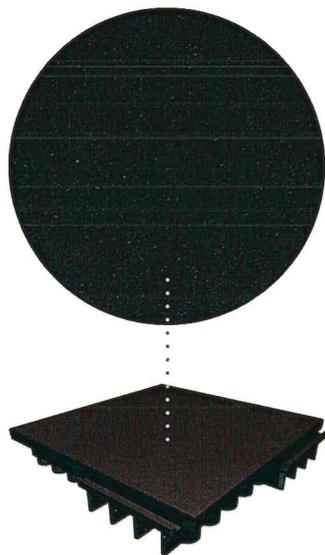
Plus Series

SofTILE DuraSAFE Plus offers the same durability and safety performance as our Premium Series at an economical price.

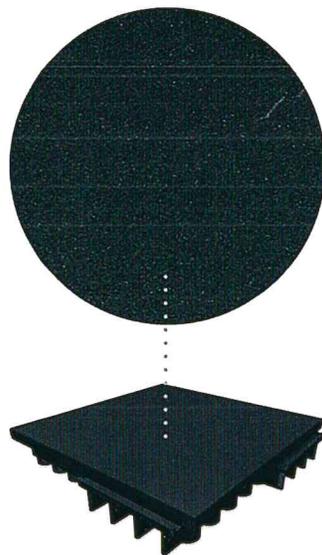
Our Plus Series does not release harmful VOC's, and is manufactured free of lead, zinc, latex, heavy metals, and phthalates.

The Plus Series is economically manufactured using recycled materials exclusively. Color offerings are created through a specially formulated pigmentation process that encapsulates each recycled rubber granule with a pigmented urethane matrix. By offering value in the ability to create colorful playgrounds at an economical price, the Plus Series is ideally suited for high-use environments where safety, durability, and vandal-resistance are the primary surfacing considerations.

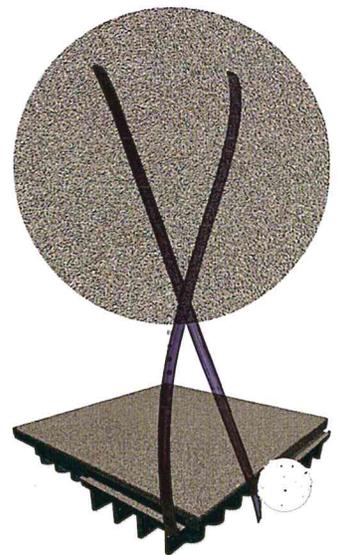
A Wider
Range of
Standard
Colors



Saddle Brown



Slate Grey

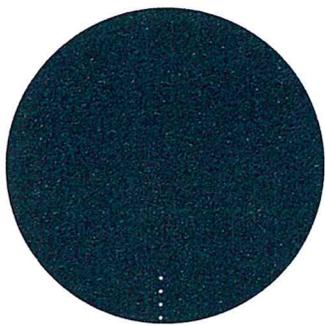


Harvest Tan

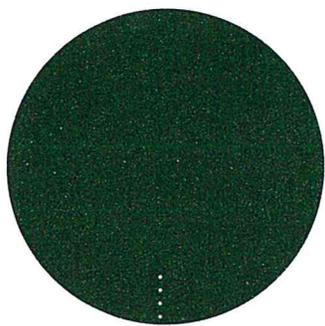


When color and design cohesion is not a primary consideration, budgets are constrained, or simplistic design is the focus, the  Series is an ideal choice and a customer favorite.

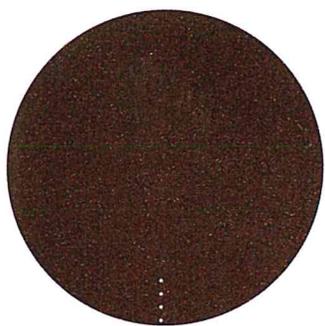
The addition of an earth tone color palette to our Plus Series provides increased diversity to architectural design considerations. With seven standard colors to choose from, the Plus Series offers the widest color range in its category.



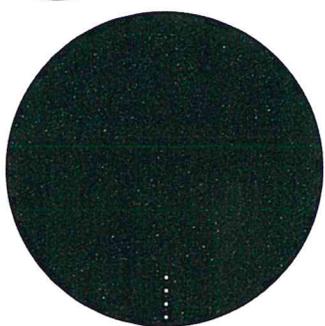
Ocean Blue



Turf Green



Terra Cotta



Midnight Black



Premium Series

50% Blue / 50% Black

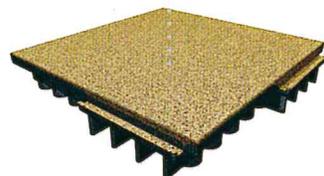
SofTILE Premium Delivers

Pattern, texture, and color capabilities are the hallmarks of the Premium Series. For those with a creative flare, the Premium Series affords the opportunity for original expression through a plethora of visually attractive design options. SofTILE Premium offers outstanding durability, appearance, performance, and safety at an exceptional value.

Our Technology Your Creativity

The incorporation of our "In-Play" polymer technology represents the latest evolution in durability and color longevity. In-Play is a colored granule formulated and manufactured as a superior alternative to the traditional EPDM polymers used in the manufacture of playground surfacing. In-Play exhibits excellent abrasion resistance and color retention, and most importantly, In-Play will not become brittle with age.

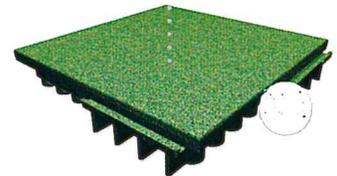
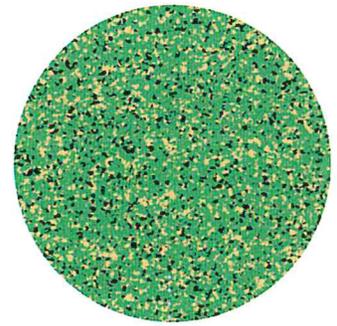
Customer Favourite Premium Colors



Sandy Lane



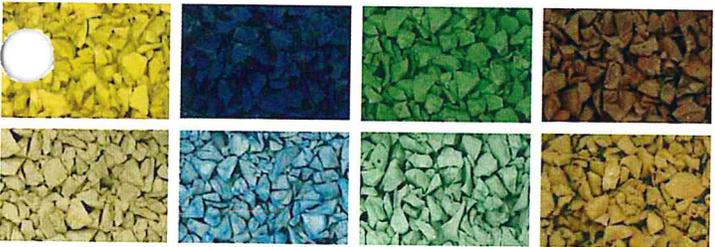
Multi-Grain



Spring Meadow



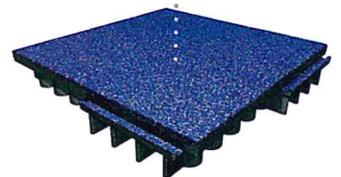
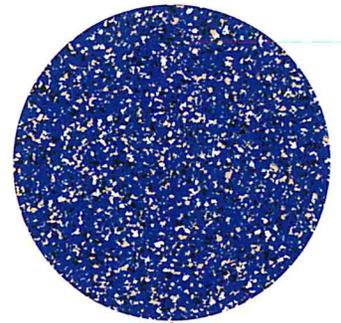
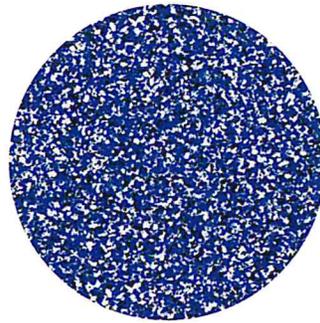
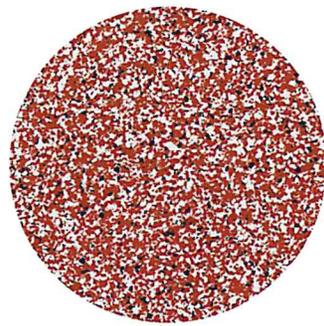
In-Play Vs. EPDM



Typical fade patterns seen after three years of UV exposure.
(Based on test method ASTM G90-05 "accelerated outdoor weathering")

Precise Custom Blends Are Available

If you're looking to integrate unique colors and patterns into your playground design, you have come to the right place. In fact, custom blending is our specialty. Creating virtual designs is just a mouse click away with our interactive custom color blending tool. Launch our program at www.sofsurfaces.com, and let your imagination run wild with one of a kind designs that will set your playground apart.



Roasted Pepper

Coral Clay

Blue Ice

Blue Sand

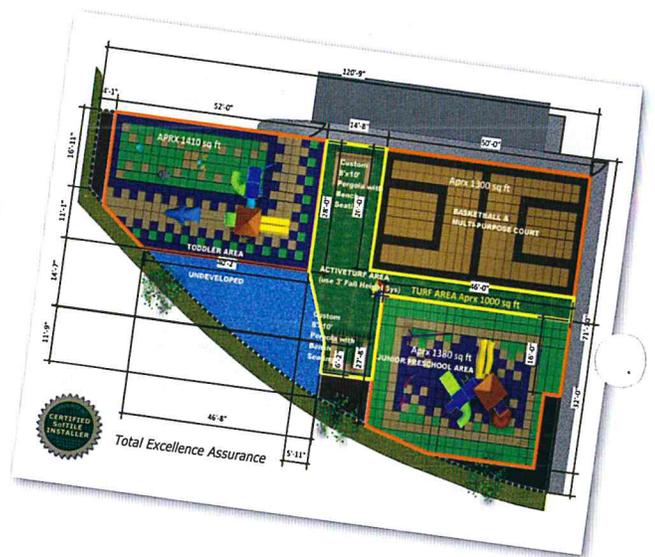
Installation



SofSURFACES Inc.
Certification Program
Total Excellence Assurance

No matter what channel our products take to get to our customers, at SofSURFACES we make sure they are installed correctly and live up to expectations.

All of our installers complete a demanding Certification Program that focuses on installation excellence. SofSURFACES has developed a unique and proprietary installation process which has been designed specifically to eliminate seam separation often associated with the expansion and contraction of traditional tile surfaces. Our techniques are time-tested and proven to perform in any climate condition.



WARRANTY
Materials & Workmanship
INCLUDING
Impact Attenuation
to ASTM F1292

Navigating through various product warranties can be a confusing process, but asking the right questions can help to ensure you are protected from expensive out of pocket costs if a claim is required.

Warranty

- SofSURFACES provides a comprehensive 10 year, no cost, limited warranty
- Our warranty is one of the very few that includes long-term compliance to the ASTM F1292 Safety Standard
- SofSURFACES warranty is the only one to include ancillary costs associated with shipping replacement materials to the project
- DuraSAFE is a maintenance-free product and therefore it does not require costly maintenance programs in order to maintain continued warranty coverage
- Our independent certified installation crews often offer extended installation warranties well beyond the industry standard. When purchasing a DuraSAFE system, you can find comfort in knowing that you're protected by the industry's best warranty, supplied by the industry's leading company.

SofTILE

KrosLOCK[®]

DURASAFE SERIES[™]

Exceeding Performance & Delivering Long Term Peace-of-Mind

Achieving the highest levels of safety in our industry is ingrained in all that we do and we are proud of our system's performance. So much so that SofSURFACES is the only company in the industry offering free on-site testing of our installed surfaces to ensure compliance with National Safety Standards. But that's not all, our on-site testing will demonstrate conclusively that your installed

surface will exceed current safety standards by up to 50%. When you purchase a SofTILE DuraSAFE system, you can be assured that our commitment to quality will translate into years of maintenance-free performance. But don't take our word for it, call us today to inquire about a SofTILE DuraSAFE reference site near you.



SofTILE DuraSAFE TECHNICAL SPECIFICATIONS



CRITICAL FALL HEIGHT & PHYSICAL DIMENSIONS

Thickness	Weight (lbs.) Ea. (Not less than...)		Critical Fall Height (ft.) (Performance Warranty)	
	Plus	Premium	Plus	Premium (EPDM)
2.00"	25.46	25.46	3.0	3.0
2.25"	26.32	26.32	4.0	4.0
2.75"	27.84	27.84	5.0	5.0
3.25"	30.02	30.02	6.0	6.0
3.75"	32.12	32.12	7.0	7.0
4.25"	33.98	33.98	8.0	8.0
4.75"	36.86	36.86	9.0	9.0
5.00"	38.64	38.64	10.0	10.0
5.25"	39.60	39.60	11.0	11.0
5.75"	41.28	41.28	12.0	12.0

PHYSICAL PROPERTIES

Test Description	ASTM Ref.	Results		Test Lab	Test Date
		Plus	Premium		
Impact Attenuation	F1292-09	<125 GMAX <700 HIC	<125 GMAX <700 HIC	TUV America	05-12
Freeze Thaw	C67	-	No Deterioration	Element	08-12
Rubber Deterioration/Air Oven	D573	-	No Deterioration	Element	08-12
Abrasion Resistance	C501	205	77	DTL	04-12
Density	D3676	817 kg/m3	859 kg/m3	DTL	04-12
Slip Resistance	E303	44 Wet / 51.25 Dry	72.25 Wet / 63 Dry	QAI Laboratories	04-12
Slip Resistance	D2047	.533	.601	QAI Laboratories	04-12
Tensile Strength	D412 (Mpa)	.661	.636	DTL	04-12
Elongation at Break	D412	68.5%	35.3%	DTL	04-12
Tear Strength	D624 (kNm)	2.2	2.4	DTL	04-12
Peak Tear Load	D624 (N)	51	54.1	DTL	04-12
Flammability	D2859	Pass	Pass	DTL	04-12

SofTILE DuraSAFE is installed to a compressed dimension of 24" X 24"

4393 Discovery Line,
P.O. Box 239,
Petrolia, ON N0N 1R0

Sales & Information:
800-263-2363
International Inquiries:
519-882-8799

Fax: 519-882-2697
E: info@sofsurfaces.com
W: www.sofsurfaces.com

Represented By:

Please Note: Due to many contributing factors, we cannot guarantee that the tile colors displayed in this booklet will exactly match the color of the delivered product. We have gone to great lengths to portray colors as accurately as possible. If a precise color match is important to you, please request free samples prior to ordering.

Additional SofSURFACES Products:

Dynamic Playgrounds for Every Environment

www.dynaplay.com

DYNA-PLAY, LLC

Eve M. Werner, CPSI

eve@dynaplay.com

P.O. Box 6497

Metairie, LA 70009-6497

TEL 504-342-2875

888-877-DYNA

FAX 504-342-2873

SofTILE AP™ goes beyond function by creating a truly authentic look and feel to rooftops, terraces, and outdoor spaces.

While offering unlimited design potential, SofTILE AP™ also provides thermal and mechanical protection to the roof membrane. This unique marriage of form and function creates effective use of outdoor spaces above offices, hotels and apartment buildings.

SofSURFACES has combined the best features from our existing resilient flooring lines into a product that is as durable & functional as it is visually appealing.

Unmatched noise and shock absorption, interlocking KrosLOCK installation, interchangeable modular design and virtually limitless color options set DuraFLEX™ apart from all other fitness flooring systems.

Associates & Affiliates:



Contract # 081910-MUI

LOUISIANA UNIFORM PUBLIC WORK BID FORM

50-00116537

Page: 5

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, AND EQUIPMENT
NECESSARY TO FURNISH AND INSTAL
TOT-LOT AND FENCE AT TERRYTOWN
CENTER FOR JEFFERSON PARISH DEP
(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 Jeff Cap

and dated: _____
(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-#4

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:

Ninty Eight thousand and Seven hundred ⁰⁰ Dollars (\$) 98,700.00

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 (\$) _____

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

N/A Dollars (\$) _____

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

N/A Dollars (\$) _____

NAME OF BIDDER: Ham's Construction LLC

ADDRESS OF BIDDER: 1319 Newton St

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 31943

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Charlie Hampton

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: manager

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: Charlie Hampton

DATE: 6/8/16

* 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.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)5.

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LSA-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# 50-00116537

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

LABOR, MATERIALS, AND EQUIPMENT
 NECESSARY TO FURNISH AND INSTALL A
 TOT-LOT AND FENCE AT TERRYTOWN HEADSTAR
 CENTER FOR JEFFERSON PARISH DEPARTMENT

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.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0010TER LABOR, MATERIALS AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL A TOT-LOT AND FENCE AT THE TERRYTOWN HEAD START CENTER		
	<input type="checkbox"/> Alt. #__			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	1.00	JOB	98,700.00	98,700.00 <i>Ninety eight thousand Seven hundred + 700/100</i>

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

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

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

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

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

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

DESCRIPTION:	<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.

2525 Quail Drive, Baton Rouge, 70808

(225) 765-2301



Louisiana State Licensing Board for Contractors



Contractor Information

Business Name HAMP'S CONSTRUCTION, LLC ✓✓
 Mailing Address 1319 Newton Street
 New Orleans, LA 70114
 Phone Number (504) 367-1400
 Email Address admin@hampsconstruction.com

Active Licenses

License Number 31943 ✓✓
 Type Commercial License
 Status LICENSED
 Effective 08/16/2014
 Expiration 08/15/2017
 First Issued 08/15/1996

License Number 882263
 Type Residential License
 Status LICENSED
 Effective 03/21/2015
 Expiration 03/20/2018
 First Issued 03/20/2014

License Number 250223
 Type Mold Remediation License
 Status LICENSED
 Effective 04/21/2015
 Expiration 04/20/2018
 First Issued 04/20/2006

Classifications

Class	Qualifying Party	Parishes
BUILDING CONSTRUCTION ✓	Charlie Hampton	ALL
BUSINESS AND LAW	Charlie Hampton	ALL
BUSINESS AND LAW	Charlie Hampton	ALL
BUSINESS AND LAW	Carlos Orel Hampton	ALL
HEAVY CONSTRUCTION	Charlie Hampton	ALL
HIGHWAY, STREET AND BRIDGE CONSTRUCTION	Ware, Carlton J.	ALL
MOLD REMEDIATION CONTRACTOR	Carlos Orel Hampton	ALL
MUNICIPAL AND PUBLIC WORKS CONSTRUCTION	Ware, Carlton J.	ALL
RESIDENTIAL BUILDING CONTRACTOR	Charlie Hampton	ALL
SPECIALTY: CULVERTS AND DRAINAGE STRUCTURES	Charlie Hampton	ALL
SPECIALTY: DEMOLISHING WORK	Charlie Hampton	ALL
SPECIALTY: DRIVEWAYS, PARKING AREAS, ETC., ASPHALT AND/OR CONCRETE	Charlie Hampton	ALL

Class	Qualifying Party	Parishes
SPECIALTY: EARTHWORK, DRAINAGE AND LEVEES	Charlie Hampton	ALL
SPECIALTY: FILTER PLANTS AND WATER PURIFICATION	Charlie Hampton	ALL

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⌵

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Hamp's Construction LLC
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Hamp's Construction LLC
INCORPORATED, DULY NOTICED AND HELD ON JANUARY 03-2016
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT Marie Hampton, 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.

Audrey Hampton
SECRETARY-TREASURER

6/7/16
DATE

Bid Number 50-00116537

Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared: Charlie Hampton, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Manager of Hampsi Construction (Entity), the party who submitted a bid in response to Bid Number 50-00116537 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:

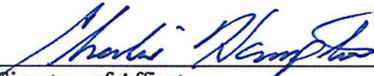
- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S.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

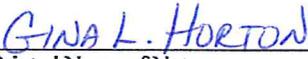

Signature of Affiant

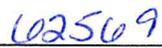
This document not prepared
by me, Notary; attesting to
signatures only.


Printed Name of Affiant

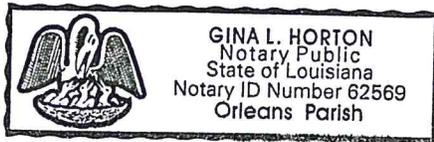
SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 8th DAY OF June, 2014.


Notary Public


Printed Name of Notary


Notary/Bar-Roll Number

My commission expires at death.



[Print](#)

Notary Search - Detail

Name: MS. GINA L. HORTON
Address: 204 DELTA ST.
BELLE CHASSE, LA 70037

Phone: (504) 398-9000

Notary ID Number: 62569

Parish: PLAQUEMINES with authority in the following parishes:
JEFFERSON, ORLEANS, ST. BERNARD

Agency: N/A

Notary Type: Non Attorney

Status: Active

Commission Date: 02/02/2001

Oath Date: 01/29/2001

Surety Expiration Date: 01/29/2021

Annual Report Current: Yes

[Back to Search Results](#)[New Search](#)

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Charlie Hampton Manager
(Name and Title of bidder's official)

Hamp's Construction LLC
(Name of bidder/company)

1319 Newton St
(Address)

NEW ORLEANS, LA 70114
(Address)

PHONE 504-367-1460 FAX 504-367-4470

EMAIL admin@hampscopconstructionllc

Charlie Hampton Signature 6/08/16 Date

		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY) 12/1/2015	
PRODUCER Ellsworth Corporation P. O. Box 8210 Metairie, LA 70011-8210		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
INSURED Hamp's Construction, L.L.C., Hamp's Enterprises, Inc. 1319 Newton Street New Orleans, LA 70114		COMPANY A THE GRAY INSURANCE COMPANY				
		COMPANY B				
		COMPANY C				
		COMPANY D				
COVERAGES						
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.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGI-074143	12/1/2014	12/1/2017	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	Unlimited \$3,000,000.00					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075139	12/1/2014	12/1/2017	PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) COMBINED SINGLE LIMIT	
	\$1,000,000.00 \$1,000,000.00 \$50,000.00 \$5,000.00 \$1,000,000.00					
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043100	12/1/2015	12/1/2016	EACH OCCURRENCE - AGGREGATE	
					\$4,000,000.00 \$4,000,000.00	
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070858	12/1/2014	12/1/2017	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS	<input type="checkbox"/> OTH ER
					EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	
					\$1,000,000.00 \$1,000,000.00 \$1,000,000.00	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.						
CERTIFICATE HOLDER Jefferson Parish Purchasing 200 Derbigny Street, Suite 400 Gretna, LA 70053				CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.		
				AUTHORIZED REPRESENTATIVE 		
GCF 00 50 01 01 12				THE GRAY INSURANCE COMPANY		

**Bid Bond
SURETY DEPARTMENT**



KNOW ALL MEN BY THESE PRESENTS,

That we, HAMP'S CONSTRUCTION, L.L.C., 1319 Newton Street, New Orleans, LA 70114 as Principal, hereinafter called the Principal, and the Hartford Fire Insurance Company, a corporation created and existing under the laws of the State of CT whose principal office is in One Hartford Plaza, Hartford, CT 06115 as Surety, hereinafter called the Surety, are held and firmly bound unto Jefferson Parish Purchasing Department, P.O. Box 9, Gretna, LA 70054 as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT (5%) OF AMOUNT BID Dollars (\$ 5% A. B.), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

FURNISH AND INSTALL A TOT-LOT AND FENCE AT TERRYTOWN HEAD START CENTER, PROJECT NO. 50-00116537

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of June A.D. 2016.

Witness.....Ambernia Attergia.....

HAMP'S CONSTRUCTION, L.L.C. (SEAL)

(Principal)

By.....Mark Anthony.....(SEAL)
MANAGER (Title)

Witness.....Lauren Guillory.....

Hartford Fire Insurance Company

By.....Anthony Currera.....(SEAL)
Anthony Currera, Attorney-in-fact (Title)

Countersigned:

.....Anthony Currera.....
Anthony Currera
Louisiana Resident Agent # 99546

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

email: bond.claims@thehartford.com

call: 888-266-3488 | fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 43-480815

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Brian P. Bordlee, Charles F. Cowand, Anthony Currera, Alexander J. Ellsworth, William H. Ellsworth, Michele M. Ellsworth, Lauren T. Guillory, Ralph J. LeBlanc of METAIRIE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **JUNE 9, 2016**
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President