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# Fax

**To:** Jefferson Parish Purchasing Department    **From:** Bliss Products and Services, Inc.  

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**Fax:** 504-364-2693    **Pages:** 29 pages including cover  

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**Phone:** 504-364-2678    **Date:** 5/12/2017  

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**Re:** Bid No.: 50-00119636    **CC:** [kayla@blissproducts.com](mailto:kayla@blissproducts.com)

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

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• **Comments:**

ATTN: DNELSON

Please confirm receipt of our bid submission to [kayla@blissproducts.com](mailto:kayla@blissproducts.com)

DATE: 5/01/2017

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 4

BID NO.: 50-00119636

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

VENDOR:

BUYER: DNELSON

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order 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 at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

<b>DELIVERY: FOB JEFFERSON PARISH</b>	<i>6-8 wks for shade</i>
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	<i>2-3 wks for Surfacing</i>
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	<i>45 days</i>
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	<i>7-14 days</i>

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 510059

<b>*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***</b>	
FIRM NAME: <u>Bliss Products and Services, Inc.</u>	
SIGNATURE: (Must be signed here) <u>[Signature]</u>	TITLE: <u>President</u>
PRINT OR TYPE NAME: <u>Gregg Bliss</u>	
ADDRESS: <u>1831 S. Sweetwater Rd.</u>	
CITY, STATE: <u>Lithia Springs, GA</u>	ZIP: <u>30122</u>
TELEPHONE: <u>800 248-2547</u>	FAX: <u>678 920-1915</u>
EMAIL ADDRESS: <u>info@blissproducts.com</u>	

TOTAL PRICE OF ALL BID ITEMS: \$ 23,305.00

DATE: 5/01/2017

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00119636

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>LABOR, MATERIALS AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL SINGLE POST SHADE STRUCTURE AND PLASTIC BORDERS FOR JEFFERSON PARISH HEADSTART</p>	\$25,305.00	\$25,305.00
			<p><b>2000ALP - SURFACING</b>                      LABOR AND MATERIALS NECESSARY TO PERFORM THE FOLLOWING JOB:</p> <p>AS PER DRAWING ATTACHED:</p> <p>REMOVE EXISTING LOOSE FILL SURFACING MATERIAL AND APPROXIMATELY FOUR (4) IN OF TOP SOIL FROM DESIGNATED AREA</p> <p>REMOVE EXISTING WOODBORDER PLANKS FROM PERIMETER OF WORK AREA</p> <p>REMOVE EXISTING METAL POST FROM WORK AREA</p> <p>INSTALL NEW PLASTIC BORDER AROUND THE PERIMMETER OF THE WORK AREA, SECURE WITH METAL SPIKES</p> <p>INSTALL 12'X 12' SINGLE POST SHADE UNIT PER DRAWINGS AND SPECIFICATION</p> <p>FURNISH AND INSTALL CRUSHED STONE SUB-BASE (APPROXIMATELY 12 TONS) AT A 4" COMPACTED DEPTH THROUGHOUT THE PLAY AREA (PER DRAWING)</p> <p>FURNISH AND INSTALL 2.25 INCHES OF BONDED RUBBER MULCH MATERIAL PER DRAWING AND SPECIFICATIONS</p> <p>LOCATION OF WORK</p> <p>ALPHABET PRE-SCHOOL #1                      2805 21ST. STREET                      KENNER, LA 70062</p> <p>*****NOTE*****                      A PRE-BID CONFERENCE WILL NOT BE HELD FOR THIS BID.                      *****</p> <p>*****SITE VISIT*****                      TO SCHEDULE A SITE VISIT, PLEASE CONTACT LONNIE BEWLEY, AT (504) 322-5872 BETWEEN 9:00 AM AND 3:00 PM.                      *****</p>		

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](http://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.

Gregg Bliss - President  
(Name and Title of bidder's official)

Bliss Products and Services, Inc.  
(Name of bidder/company)

12831 S. Sweetwater Rd.  
(Address)

Litna Springs, GA 30122  
(Address)

PHONE 800-248-354 FAX 800-920-1915

EMAIL info@blissproducts.com

Gregg M

Signature May 12, 2017 Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2017

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

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

<b>PRODUCER</b> HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120  www.hdins.com                      AYP070759	<b>CONTACT NAME:</b> Meg Stover <b>PHONE (A/C No., Ext):</b> 770-382-8854 <b>FAX (A/C No.):</b> 770-386-4081 <b>E-MAIL ADDRESS:</b> MStover@hdins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Cincinnati Specialty Underwriters	<b>NAIC #</b> 13037
<b>INSURER B:</b> Twin City Fire Insurance Co.	29459
<b>INSURER C:</b> Sentinel Insurance Co, Ltd	11000
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 35206333**                      **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.

INSE LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract & XCU <input checked="" type="checkbox"/> \$5000 Deductible per claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSU0024940	1/17/2017	1/17/2018	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COM/OP AGG \$ 3000000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UECKN3349	7/29/2016	7/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$ 0			CSU0024939	1/17/2017	1/17/2018	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 Occur/Aggregate \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	20WECZS1898	7/29/2016	7/29/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
C	IM-Installation			20SBAZT2793	4/19/2017	4/19/2018	100000

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

Information provided by this certificate (including any addendum/attachment) is strictly limited per State of Georgia legislation (HB66).

--See Attached Remarks Schedule--

<b>CERTIFICATE HOLDER</b>  Bliss Products & Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	<b>CANCELLATION</b>  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  H. L. Daniel
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AGENCY CUSTOMER ID: BLISPR1

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> HDINS, Inc dba Harry Daniel Insurance		<b>NAMED INSURED</b> Bliss Products & Services, Inc. 6931 S. Sweetwater Rd. Lithia Springs GA 30122	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** Bliss Products & Services, Inc.

**ADDRESS:** 6931 S. Sweetwater Rd. Lithia Springs GA 30122

See details of Georgia legislation (House Bill 66) at: <http://www.oci.ga.gov/agents/CertificatesOfInsurance.aspx>

**GENERAL LIABILITY:** Additional insured for ongoing and completed operations, on a primary and non-contributory basis, when required by executed written contract per form, CSGA437 12/13.

**GENERAL LIABILITY:** Waiver of subrogation when required by executed written contract per form, CSGA4087 12/12.

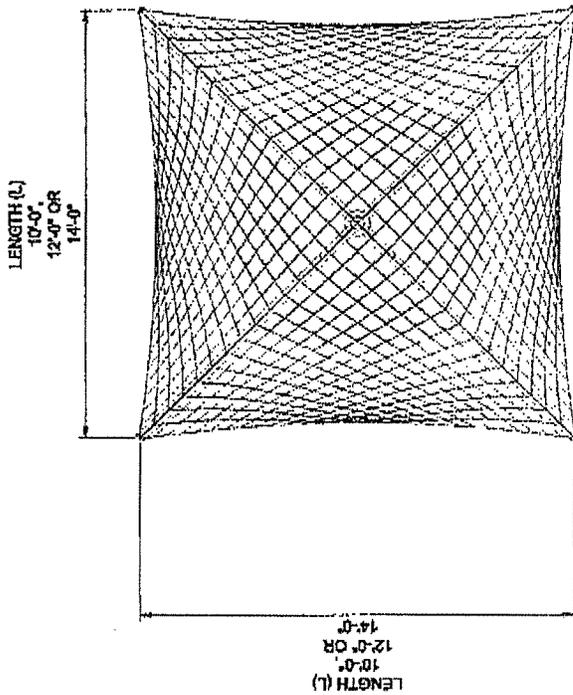
**AUTO LIABILITY:** Additional insured, on a primary and non-contributory basis, and waiver of subrogation when required by executed written contract per form, HA9916 03/12.

**EXCESS LIABILITY:** General Liability, Auto Liability and Workers' Compensation policies are all listed on the Schedule of Underlying Insurance. Additional insured and waiver of subrogation per forms, CSCX100 02/13 and CSIA405 08/09A.

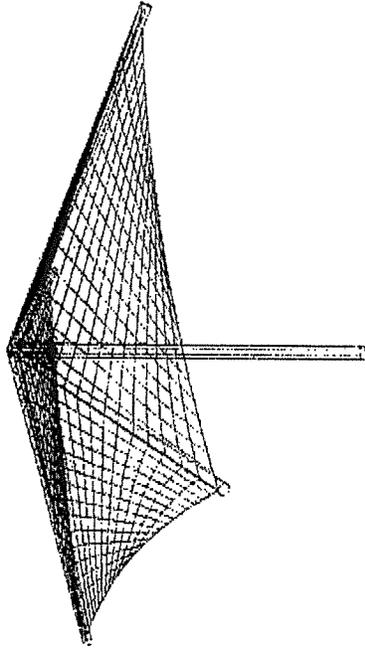
**WORKERS' COMP:** Waiver of subrogation when required by executed written contract per form, WC000313.



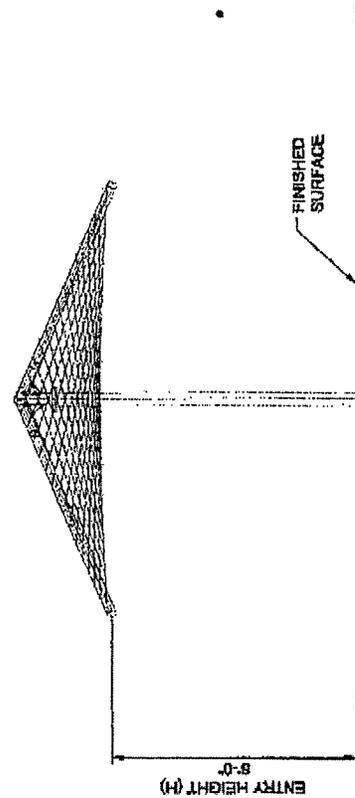
# 103.3 SINGLE POST PYRAMID



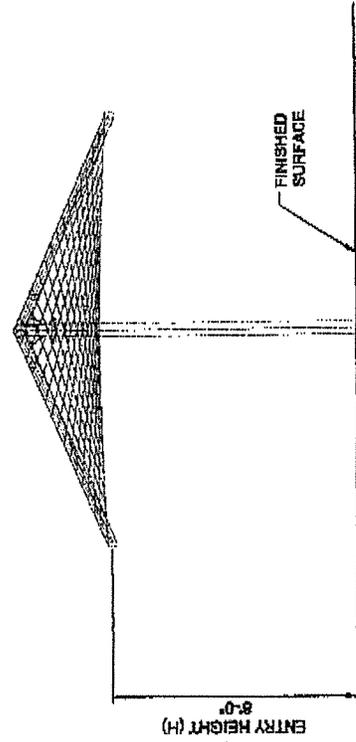
PLAN VIEW



PERSPECTIVE VIEW



SIDE ELEVATION

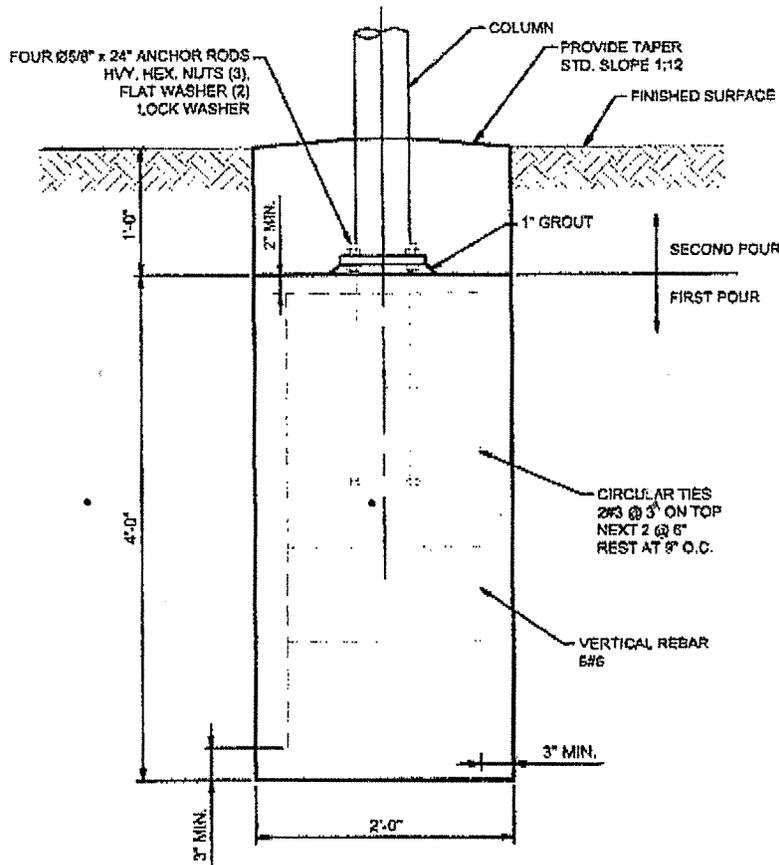
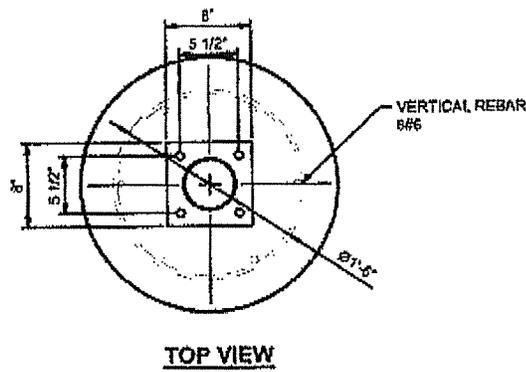


FRONT ELEVATION



**NOTES: TYPICAL  
FOOTING NOT FOR  
CONSTRUCTION**

**ANCHOR BOLT PATTERN  
AND SIZES VARY  
DEPENDING ON  
BUILDING CODES AND  
DESIGN**



**FOOTING TYPE 03**  
RECESSED BASE PLATE (FRBP-03-005)

		DRAWING NAME		FOOTING TYPE 3 RECESSED BASE PLATE	
		PROJECT NAME		FOOTING STANDARDS	
		PROJECT No.	DRAWING No.	PAGE	
			FRBP-03-005	1	
		SIZE	SCALE	REV	DRAWN BY: PPRE 12/27/07
		A4	NONE		CHECKED BY:
				APPROVED BY:	
REV	DESCRIPTION	DATE	DRW	CHK	ENG



## **WARRANTY**

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions\* (page 5).

## **THERMOPLASTIC COATED PRODUCTS**

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

- Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

## **HARDWARE**

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

## **RECYCLED PLASTIC LUMBER PRODUCTS**

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions\* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

#### **IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD**

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

#### **LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS**

UltraSite provides a 1-year limited warranty on all the water fountains and related components. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

#### **ULTRASHADE STRUCTURES**

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will repair or replace materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade 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, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. 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 fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade 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. UltraShade does not warrant 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™ 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. UltraShade 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 the sunlight, weather or water.

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 the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



## **ULTRASHELTER**

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will repair or replace materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

## **ACTIONFIT PRODUCTS**

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



## **ALL OTHER PRODUCTS**

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

## **CANCELLATIONS AND RETURNS**

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

## **EXCLUSION**

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

**UltraSite**  
1675 Locust St.  
Red Bud, IL 62278  
800.458.5872



### Claim Procedure

To send your statement of warranty claim, please complete the form at:

[www.123contactform.com/form-2557309/My-Form](http://www.123contactform.com/form-2557309/My-Form)

Please contact out customer service for any additional information:

**UltraSite Customer Service**  
1675 Locust St.  
Red Bud, IL 62278  
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

**Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.**

*Date of Purchase:* \_\_\_\_\_

*Purchaser:* \_\_\_\_\_

*UltraSite Invoice Number:* \_\_\_\_\_

\_\_\_\_\_  
*Authorized UltraSite Signature*

\_\_\_\_\_  
*Title*

See UltraSite on the web at [www.ultra-site.com](http://www.ultra-site.com)

The logo for OTS Manufacturing & Supply, Inc. features the letters "OTS" in a bold, sans-serif font. The letters are white and are set against a dark, stylized background that resembles a mountain range or a series of peaks. The background is black with white highlights that create a sense of depth and texture.

**Manufacturing & Supply, Inc.**

293 Industrial Drive, Lexington SC 29072 USA

RE: SSD Southview Playground Surfacing

To Whom It May Concern:

All of our materials are produced under current ISO 9000 standards with retained samples of every shipment to individual jobsites. This is a higher standard of product quality control than IPEMA. All testing according to ASTM required for the CPSC safety considerations of the project are performed by third party recognized laboratories. Also, with comprehensive, in-house laboratory QC, materials are checked from raw chemical to final product physical properties.

IPEMA is a voluntary membership organization and we chose not to participate. IPEMA offers no value to our company as we stand on ISO accreditations and testing by recognized third parties for ASTM compliance. Many companies that participate in IPEMA do so because they do not have the individual means to undertake the various costly checks and balances or ISO accreditation. IPEMA recognizes only their own contracted, for profit, TUV laboratory. TUV is an outstanding laboratory, we simply chose other product QC testing sources.

Our company and products are supplied to various agencies and private customers throughout the world and meet all US military standards for recreational surfaces.

The qualified installers for this project have been trained, worked with our products for many years and perform work throughout the world, for millions of square feet annually.

Sincerely,

Ronald D. Wilson, ASLA

OTS Company, President

# PLAYGROUND SURFACE TEST REPORT



## Summary Report

Report Date: February 22, 2014

### Test Method -

ASTM F 1292-09: "Standard Specifications for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment"

### Test Equipment -

Impacting Missile : Hemispherical 4.6 kg aluminum alloy, pernamed standard

Recording: Keitley K-12AIAO 12 bit A/D converter and computer based acquisition system

Design : Accelerometer mounted in the missile parallel w/ vertical axis. Missile released in a gulded free-fall drop height. The accelrometer is hard-wired to the recording device. Accelerometer calibrated March 2012.

### Surface Description :

ID of Product: G-Flex Bonded Rubber Mulch

Description - Shredded SBR Rubber of Various size and color, Nominal 1/2-3"

Surface Temperature : As Shown HUMIDITY: 38%

Overall thickness 2.00", one layer system

Overall thickness 3.00", one layer system

Overall Thickness 4.00", one layer system

Summary of Results : 2.0" System	25 ° F	72° F	120 ° F
Critical Height Tested <u>PASS</u>	6 FEET	6 FEET	6 FEET
Average Gmax	149	142	162
Average HIC	522	545	556

Summary of Results : 3.00" System			
Critical Height Tested <u>PASS</u>	9 Feet	9 Feet	9 Feet
Average Gmax	139	122	128
Average HIC	540	523	538

Summary of Results : 4.00" System			
Critical Height Tested <u>PASS</u>	10 FEET	10 FEET	10 FEET
Average Gmax	141	120	132
Average HIC	650	658	663

### Conclusion: Summary as shown above for respective sample thickness

The results are specific to the described samples. Samples of surfacing materials that do not closely match the samples will perform differently. The Gmax is the maximum deceleration value during impact. The Head Injury is a parameter indicating the impulse of the impact. The Gmax average value or the HIC average value should not exceed 200 Gmax and 1000 for HIC at any temperature stated.



10006 S. 29th St. Scotts, MI 49088  
P (269) 327-4690 F(269) 323-0940



**Test Report**

No. HL1640718

Date: March 11, 2009

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OTS COMPANY INC.  
293 INDUSTRIAL DR. LEXINGTON, SC 29072

The following sample was submitted and identified on behalf of the client as PLAYGROUND SURFACE:  
POLYURETHANE BOUND RUBBER GRANULE & SHREDS.

SGS Job No.	:	1640718
Sample Condition	:	As per attached photograph
Color	:	Multicolor plus black
Sample/ Style No.	:	BRT-/ MEL/ MET/ RW
Sample Receiving Date	:	March 6, 2009
Testing Period	:	March 6 - 11, 2009

Test Requested : As specified by client, to determine lead in accessible substrate materials and phthalates content in US Public Law 110-314 (HR 4040 'Consumer Product Safety Improvement Act of 2008').

Test Results : Please refer to next page(s).

Results summary:

Test Item	Result
Lead in substrate materials	PASS
Phthalates	PASS

Signed for and on behalf of  
SGS (Thailand) Ltd.

Pornpana Lirathpong  
Hardline Testing Manager

**Test Report**

No. HL1640718

Date: March 11, 2009

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## Test Results :

## 1) Lead in accessible substrate materials

Method: Acid digestion followed by Atomic Absorption Spectrometry or Inductively Coupled Argon Plasma – Atomic Emission Spectrometry Analysis.

Test item	<u>1</u>	<u>2</u>	<u>3</u>	Permissible Limit**
Lead (Pb)	ND	ND	ND	0.03 %
Comment	PASS	PASS	PASS	---

Test item	<u>4</u>	<u>5</u>	<u>6</u>	Permissible Limit**
Lead (Pb)	ND	ND	ND	0.03 %
Comment	PASS	PASS	PASS	---

Test item	<u>7</u>	<u>8</u>	<u>9</u>	Permissible Limit**
Lead (Pb)	ND	ND	ND	0.03 %
Comment	PASS	PASS	PASS	---

Test item	<u>10</u>	<u>11</u>	<u>12</u>	Permissible Limit**
Lead (Pb)	ND	ND	ND	0.03 %
Comment	PASS	PASS	PASS	---

Test item	<u>13</u>		Permissible Limit**
Lead (Pb)	ND		0.03 %
Comment	PASS		---

\*\* Comment is based on the 0.03 % limit requirement, effective 14 August, 2009. The requirements for lead in substrate in children's products is summarized below

Scope	Requirement	Effective date
Lead in substrate other than paint / similar surface coating material	≤ 0.06 %	10 February 2009
	≤ 0.03 %	14 August 2009
	≤ 0.01%	14 August 2011

Sample Description :

1. black rubber
2. violet rubber
3. grey rubber
4. yellow rubber
5. black rubber
6. blue rubber
7. red rubber
8. cream rubber
9. dark yellow rubber
10. brown rubber
11. orange rubber
12. white rubber
13. green rubber



**Test Report**

No. HL1640718

Date: March 11, 2009

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- Note :
- 1. % = percentage by weight
  - 2. ND = not detected
  - 3. Method Detection Limit = 0.001%

**Test Report**

No. HL1640718

Date: March 11, 2009

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## 2) Phthalates

Method: With reference to ASTM D3421. Analysis was performed by Gas Chromatography / Mass Spectrometry.

Toys and childcare articles

<u>Test item</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Permissible Limit</u>
Dibutyl Phthalate (DBP)	ND	ND	ND	0.1%
Benzylbutyl Phthalate (BBP)	ND	ND	ND	0.1%
Bis-(2-ethylhexyl) Phthalate (DEHP)	ND	ND	ND	0.1%
<b>Conclusion</b>	<b>PASS</b>	<b>PASS</b>	<b>PASS</b>	---

Toys that can be placed in the mouth and childcare articles

<u>Test item</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Permissible Limit</u>
Diisononyl Phthalate (DINP)	ND	ND	ND	0.1%
Di-n-octyl Phthalate (DNOP)	ND	ND	ND	0.1%
Diisodecyl Phthalate (DIDP)	ND	ND	ND	0.1%
<b>Conclusion</b>	<b>PASS</b>	<b>PASS</b>	<b>PASS</b>	---

Sample Description :

1. black rubber
2. violet rubber
3. grey rubber

## Note:

1. % = percentage by weight
2. ND = not detected
3. Method Detection Limit for each of DBP, BBP, DEHP and DNOP = 0.001%
4. Method Detection Limit for each of DINP and DIDP = 0.01%
5. Effective Date = 10 February 2009

**Test Report**

No. HL1640718

Date: March 11, 2009

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Toys and childcare articles

<u>Test item</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>Permissible Limit</u>
Dibutyl Phthalate (DBP)	ND	ND	ND	0.1%
Benzylbutyl Phthalate (BBP)	ND	ND	ND	0.1%
Bis-(2-ethylhexyl) Phthalate (DEHP)	ND	ND	ND	0.1%
<b>Conclusion</b>	<b>PASS</b>	<b>PASS</b>	<b>PASS</b>	---

Toys that can be placed in the mouth and childcare articles

<u>Test item</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>Permissible Limit</u>
Diisononyl Phthalate (DINP)	ND	ND	ND	0.1%
Di-n-octyl Phthalate (DNOP)	ND	ND	ND	0.1%
Diisodecyl Phthalate (DIDP)	ND	ND	ND	0.1%
<b>Conclusion</b>	<b>PASS</b>	<b>PASS</b>	<b>PASS</b>	---

Sample Description :

4. yellow rubber
5. black rubber
6. blue rubber

## Note:

1. % = percentage by weight
2. ND = not detected
3. Method Detection Limit for each of DBP, BBP, DEHP and DNOP = 0.001%
4. Method Detection Limit for each of DINP and DIDP = 0.01%
5. Effective Date = 10 February 2009

**Test Report**

No. HL1640718

Date: March 11, 2009

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Toys and childcare articles

<u>Test item</u>	<u>Z</u>	<u>8</u>	<u>9</u>	<u>Permissible Limit</u>
Dibutyl Phthalate (DBP)	ND	ND	ND	0.1%
Benzylbutyl Phthalate (BBP)	ND	ND	ND	0.1%
Bis-(2-ethylhexyl) Phthalate (DEHP)	ND	ND	ND	0.1%
<b>Conclusion</b>	<b>PASS</b>	<b>PASS</b>	<b>PASS</b>	---

Toys that can be placed in the mouth and childcare articles

<u>Test item</u>	<u>Z</u>	<u>8</u>	<u>9</u>	<u>Permissible Limit</u>
Diisononyl Phthalate (DINP)	ND	ND	ND	0.1%
Di-n-octyl Phthalate (DNOP)	ND	ND	ND	0.1%
Diisodecyl Phthalate (DIDP)	ND	ND	ND	0.1%
<b>Conclusion</b>	<b>PASS</b>	<b>PASS</b>	<b>PASS</b>	---

Sample Description :

7. red rubber
8. cream rubber
9. dark yellow rubber

## Note:

1. % = percentage by weight
2. ND = not detected
3. Method Detection Limit for each of DBP, BBP, DEHP and DNOP = 0.001%
4. Method Detection Limit for each of DINP and DIDP = 0.01%
5. Effective Date = 10 February 2009



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Date: March 11, 2009

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Toys and childcare articles

<u>Test item</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>Permissible Limit</u>
Dibutyl Phthalate (DBP)	ND	ND	ND	0.1%
Benzylbutyl Phthalate (BBP)	ND	ND	ND	0.1%
Bis-(2-ethylhexyl) Phthalate (DEHP)	ND	ND	ND	0.1%
<b>Conclusion</b>	<b>PASS</b>	<b>PASS</b>	<b>PASS</b>	---

Toys that can be placed in the mouth and childcare articles

<u>Test item</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>Permissible Limit</u>
Diisononyl Phthalate (DINP)	ND	ND	ND	0.1%
Di-n-octyl Phthalate (DNOP)	ND	ND	ND	0.1%
Diisodecyl Phthalate (DIDP)	ND	ND	ND	0.1%
<b>Conclusion</b>	<b>PASS</b>	<b>PASS</b>	<b>PASS</b>	---

Sample Description :

- 10. brown rubber
- 11. orange rubber
- 12. white rubber

## Note:

1. % = percentage by weight
2. ND = not detected
3. Method Detection Limit for each of DBP, BBP, DEHP and DNOP = 0.001%
4. Method Detection Limit for each of DINP and DIDP = 0.01%
5. Effective Date = 10 February 2009

**Test Report**

No. HL1640718

Date: March 11, 2009

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Toys and childcare articles

<u>Test Item</u>		<u>13</u>		<u>Permissible Limit</u>
Dibutyl Phthalate (DBP)		ND		0.1%
Benzylbutyl Phthalate (BBP)		ND		0.1%
Bis-(2-ethylhexyl) Phthalate (DEHP)		ND		0.1%
<b>Conclusion</b>		<b>PASS</b>		---

Toys that can be placed in the mouth and childcare articles

<u>Test item</u>		<u>13</u>		<u>Permissible Limit</u>
Diisononyl Phthalate (DINP)		ND		0.1%
Di-n-octyl Phthalate (DNOP)		ND		0.1%
Diisodecyl Phthalate (DIDP)		ND		0.1%
<b>Conclusion</b>		<b>PASS</b>		---

Sample Description :

13. green rubber

## Note:

1. % = percentage by weight
2. ND = not detected
3. Method Detection Limit for each of DBP, BBP, DEHP and DNOP = 0.001%
4. Method Detection Limit for each of DINP and DIDP = 0.01%
5. Effective Date = 10 February 2009



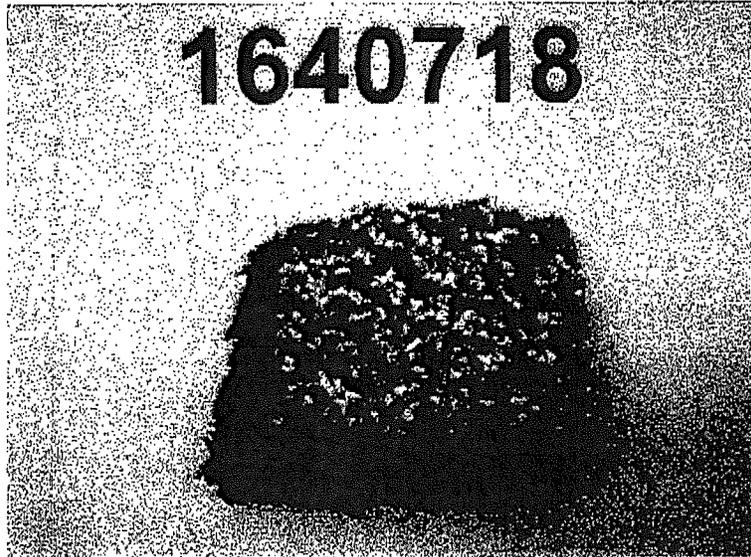
Test Report

No. HL1640718

Date: March 11, 2009

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Photo Appendix



\*\*\* End of Report \*\*\*

**USSL**  
**UNITED STATES**  
**SPORTS SURFACING**  
**LABORATORY, INC.**

OTS Manufacture and Supply  
293 Industrial Drive  
Lexington SC 29072

Dec 30, 2009

**Laboratory Test Report**

USSL Job Ref #: 1665 -

Test Coefficient of Friction

Standards ASTM E303 - 93 (2003)  
Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester

ASTM F2157 - 08  
Standard Specification for Synthetic Surfaced Running Tracks

Samples **# 5526, G-Flex SBR with EPDM Top**  
Wear Layer: 5 mm, bound multi-colored EPDM granulate

Sampling By OTS, Lexington, SC

Samples Rec'vd December 2009

Temp of Test 73°F, 47% RH

Test Equipment TRRL, Pendulum device with specified rubber slider

Test Info The testing was performed at USSL in both the wet and dry conditions. During each test and test condition, the samples were subjected to the required number of individual swings of the pendulum. The results were recorded and are reported in this document.



506 Cedar Lane  
Hopewell, VA 23860  
804/541-7212 804/541-7207 (Fax)  
E-mail ksmith@ussl-testing.com



IAAF  
Accredited  
Laboratory

**USSL**United States Sports  
Surfacing Laboratory

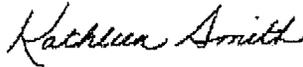
OTS 1665, 12/30/09

## Test Results

Test:  Coefficient of Friction	Test Date: December 2009	
	Condition:	
	Dry	Wet
Sample #5526 Bound EPDM granular wear surface unit = BPN (British Pendulum Number)	99	70
Sample #5573 Bound rubber shred wear surface unit = BPN (British Pendulum Number)	109	63

*This report reflects the objective results of the named tests as recorded on the day of testing for the listed surfaces. This report may not be altered or amended and may only be reproduced in its entirety.*

United States Sports Surfacing Laboratory, Inc.



Kathleen Smith





Manufacturing & Supply, Inc.

### G-FLEX™ BONDED MULCH RECREATIONAL SURFACING WARRANTY AND REMEDY INFORMATION

If G-FLEX™ Bonded Mulch surface deteriorates to the point of failure because of weathering or materials and workmanship within one year from date of delivery to the original purchaser, G-FLEX will replace free of charge all defective materials whose composition is not within G-FLEX specification and has been installed by an approved Dealer, and maintained on the original site of installation. Defects and system failures due to installation techniques and workmanship by the flooring contractor are the responsibility of the installation contractor.

G-Flex is not responsible for the selection of the thickness or type of surface for any application. The purchaser is solely responsible for determining the suitability of products for all applications.

This warranty does not include normal wear and tear from high use area patterns, damage from vandalism, color variations from samples or printed brochures, color fading, damage due to pressure washing, stains, burns, cuts, gouges and indentations caused by unusual use including high or stiletto heel shoes, shrinkage (which is an inherent characteristic of elastic rubber), problems caused by moisture, alkali, hydrostatic pressure, and cracking, settling, shifting or lifting of the substrate, inadequate or improper application of adhesives, or delamination of the materials due to asphalt, concrete or stone base failure over which the surfacing product has been installed. Normal wearing patterns are not considered a defect. Bonded mulch surfaces normally shed materials during normal use or high wear, and is not considered a defect.

The Purchaser shall give notice of claim under this warranty within 30 days of discovering a suspect premature deterioration of the product. If upon inspection by a factory representative, the product shows abnormal deterioration or failure within the period stated herein, the Installer's liability and the Purchaser's remedy are limited to the Manufacturer's option to providing repair material for installation or credit to be applied towards the purchase of new material, the value of these remedies being determined by G-Flex based upon the current price of a new system. The maximum value allowed for repair or credit shall not exceed the original purchase price of the materials. The independent installer's value / cost of labor is also prorated.

This expressed warranty is in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. The remedy of replacement is the sole and exclusive remedy for G-Flex's obligations arising from the sale of its products. In no case will G-Flex be liable for incidental or consequential damage, including without limitation, damage to other property, loss of profits, loss of good will, or other economic loss whether such incidental or consequential loss or damage is claimed on account of breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Goods sold for resale are all subject to these terms and all offers are expressly conditioned upon acceptance of these terms.

This warranty is null and void if materials and labor have not been fully paid to OTS Company before use by the Owner or 45 days after installation, whichever comes first. This warranty must be endorsed by the manufacturer to be valid.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN. For Warranty and Remedy Application, contact:

\_\_\_\_\_ (NAME OF INSTALLER / DEALER)

Installation Name & Address \_\_\_\_\_

Effective Date: \_\_\_\_\_

Product Type / Area \_\_\_\_\_

Dealer / Installer: \_\_\_\_\_

Dealer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and Agreed to as Owner's Representative \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

 doc10816220170512110048

**REJECTED**  
**ALL BID REQUIREMENTS NOT MET**

12/2017 11:22 AM

Adobe Acrobat D...

1,708 KB

DATE: 5/01/2017

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00119636

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

VENDOR:

Dyna-Play, LLC

BUYER:

DNELSON

Bids will be received until 11:00 AM, 5/12/2017 via fax: 504-364-2693 or via online at [www.jeffparishbids.net](http://www.jeffparishbids.net).

This site is free for all Jefferson Parish vendors. For additional information on registration or use of this free site, please see the text box highlighting electronic procurement.

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. A copy of these resolutions 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 [purchasing.jeffparish.net](http://purchasing.jeffparish.net) and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. 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. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail.

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

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review in conjunction with the Parish Attorney's Office as appropriate and a written response will be provided as soon as possible.

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

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 alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

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.

All formal Addenda require written acknowledgment 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.

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.

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 A117.1-1991).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

DATE: 5/01/2017

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 4

BID NO.: 50-00119636

**JEFFERSON PARISH**

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

VENDOR: Dyna-Play LLC

BUYER: DNELSON

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order 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 at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

<b>DELIVERY: FOB JEFFERSON PARISH</b>	
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	<u>4-6 weeks ARO</u>
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	<u>4-6 weeks ARO</u>
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	<u>1-2 weeks ARO</u>

**REJECTED  
ALL BID REQUIREMENTS NOT MET**

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: #1 dated 05/08/17  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 43833

<b>*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***</b>	
FIRM NAME: <u>Dyna-Play, LLC</u>	
SIGNATURE: <u>Eve Marie Warner</u> (Must be signed here)	TITLE: <u>Member</u>
PRINT OR TYPE NAME: <u>Eve Marie Warner</u>	
ADDRESS: <u>PO Box 6497</u>	
CITY, STATE: <u>Metairie, La</u>	ZIP: <u>70009-6497</u>
TELEPHONE: <u>504 342-2875</u>	FAX: <u>504-342-2873</u>
EMAIL ADDRESS: _____	

TOTAL PRICE OF ALL BID ITEMS: \$ 19,680.00

DATE: 5/01/2017

INVITATION TO BID FROM JEFFERSON PARISH - continued

Page: 5

BID NO.: 50-00119636

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>LABOR, MATERIALS AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL SINGLE POST SHADE STRUCTURE AND PLASTIC BORDERS FOR JEFFERSON PARISH HEADSTART</p> <p>2000ALP - SURFACING LABOR AND MATERIALS NECESSARY TO PERFORM THE FOLLOWING JOB:</p> <p>AS PER DRAWING ATTACHED:</p> <p>REMOVE EXISTING LOOSE FILL SURFACING MATERIAL AND APPROXIMATELY FOUR (4) IN OF TOP SOIL FROM DESIGNATED AREA</p> <p>REMOVE EXISTING WOODBORDER PLANKS FROM PERIMETER OF WORK AREA</p> <p>REMOVE EXISTING METAL POST FROM WORK AREA</p> <p>INSTALL NEW PLASTIC BORDER AROUND THE PERIMETER OF THE WORK AREA, SECURE WITH METAL SPIKES</p> <p>INSTALL 12'X 12' SINGLE POST SHADE UNIT PER DRAWINGS AND SPECIFICATION</p> <p>FURNISH AND INSTALL CRUSHED STONE SUB-BASE (APPROXIMATELY 12 TONS) AT A 4" COMPACTED DEPTH THROUGHOUT THE PLAY AREA (PER DRAWING)</p> <p>FURNISH AND INSTALL 2.25 INCHES OF BONDED RUBBER MULCH MATERIAL PER DRAWING AND SPECIFICATIONS</p> <p>LOCATION OF WORK</p> <p>ALPHABET PRE-SCHOOL #1 2605 21ST. STREET KENNER, LA 70062</p> <p>*****NOTE***** A PRE-BID CONFERENCE WILL NOT BE HELD FOR THIS BID. *****</p> <p>*****SITE VISIT***** TO SCHEDULE A SITE VISIT, PLEASE CONTACT LONNIE BEWLEY, AT (504) 322-5872 BETWEEN 9:00 AM AND 3:00 PM. *****</p>	<p>\$ 19,680.00</p>	<p>\$ 19,680.00</p>

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](http://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 Warner, Member  
(Name and Title of bidder's official)

DYNA-PLAY, LLC.  
(Name of bidder/company)

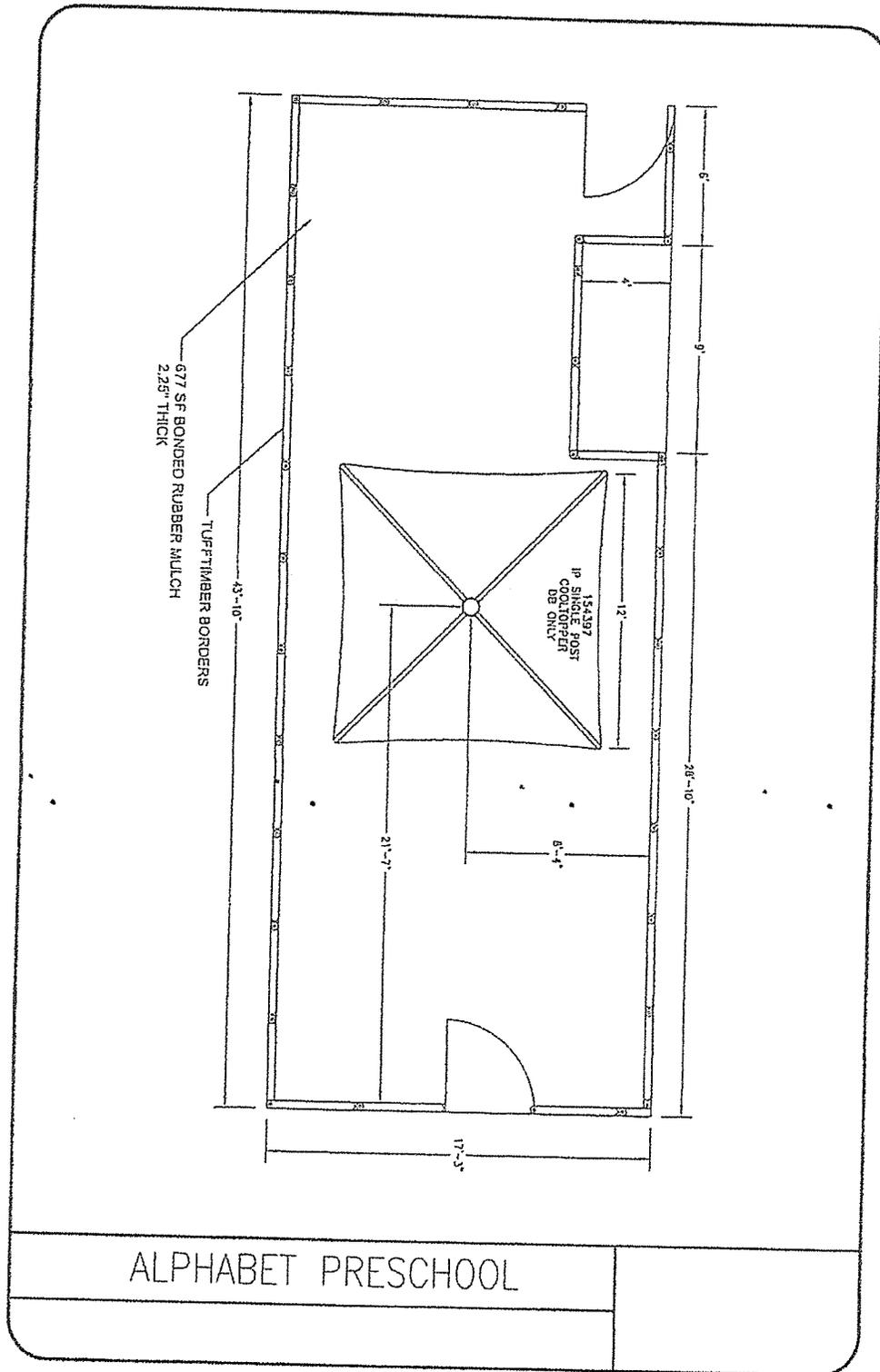
PO Box 6497  
(Address)

Metairie, La 70009-6497  
(Address)

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

EMAIL eve @ dyna-play.com

Eve Marie Warner Signature 05/12/17 Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
5/3/2017

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).

<b>PRODUCER</b> INSUREWISE LLC 16260 Airline Hwy Ste B Prairieville, LA 70769	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (225) 313-4480      FAX (A/C No.): E-MAIL ADDRESS: csr@insurewise.bz																					
<b>INSURED</b> Dyna-Play, LLC 4323 Division St. Ste 207 Metairie, LA 70002 (504) 342-2875	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC#</th> </tr> <tr> <td>INSURER A:</td> <td>Progressive Paloverde Ins-COM</td> <td style="text-align: center;">44695</td> </tr> <tr> <td>INSURER B:</td> <td>LA Homebuilders SIF</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	Progressive Paloverde Ins-COM	44695	INSURER B:	LA Homebuilders SIF		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <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	Y	Y	08368556-5	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	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 Y	N/A	15-15947	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The owner, Eve Werner is EXCLUDED from worker's compensation benefits.

<b>CERTIFICATE HOLDER</b>  The Parish of Jefferson its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council Recreation Department 6921 Saints Dr Metairie, La 70003	<b>CANCELLATION</b>  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 
---	--



# IPEMA Certificate of Compliance



To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

**MANUFACTURER**  
No Fault Sport Group, LLC  
3112 Valley Creek Drive  
Baton Rouge, LA 70808

<b>PRODUCT NBR</b>	<b>PRODUCT LINE</b>
NFBRM 2.25	No Fault Bonded Rubber Mulch

**THICKNESS/  
DROP HEIGHT**

2.25" / 5'

**DESCRIPTION**

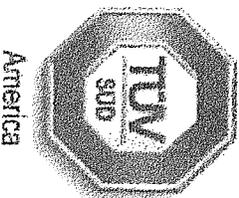
Poured-in-Place Shredded Rubber Mulch at 2.25"

**ISSUE DATE: 5/12/17 - ALPHABET PRESCHOOL I**  
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, except Section 15.

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, except Section 15.

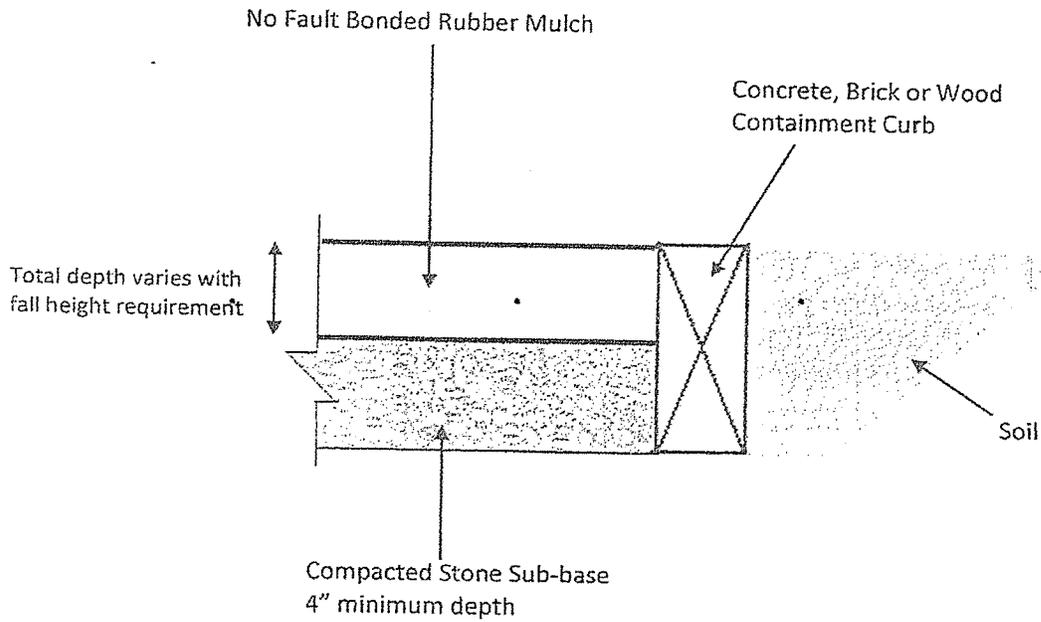
The product(s) listed below was/were tested at a specific drop height listed below as requested by the Participant, based upon their experience and knowledge of their product, instead of the "critical fall height" as outlined in Section 15.

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



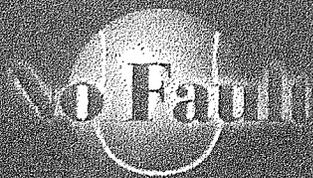


**NO FAULT BONDED RUBBER MULCH  
COMPACTED AGGREGATE BASE WITH BORDER**



- NO FAULT™ SAFETY SURFACE
- NO FAULT™ SAFETY TILES
- NO FAULT™ RUBBER MULCH
- NO FAULT™ SPORT FLOOR
- NO FAULT™ SPORT TURF
- NO FAULT™ MULTI-PURPOSE-FLOOR

3112 Valley Creek Drive  
Suite C  
Baton Rouge, LA 70808  
Phone: 866-637-7678 (toll free)  
Fax: 877-291-3821 (toll free)  
[WWW.NOFAULT.COM](http://WWW.NOFAULT.COM)



# No Fault Bonded Rubber Mulch

## For Playgrounds and Landscaping

### Applications

- Playgrounds
- Jogging Paths/  
Walking Trails
- Landscapes and  
Tree Wells
- Decorative Theme  
Environments
- Courtyard & Decking
- Commercial &  
Residential



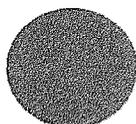
### No Fault BONDED Rubber Mulch

No Fault Bonded Rubber Mulch application utilizes clean, 100% shredded rubber mulch, combined with a single component polyurethane binder to achieve a unique, attractive, and natural look for outdoor activity areas. This bonded mulch system is extremely porous allowing water to rapidly flow through so it is always ready for playtime.

### Features and Benefits

- Porous / Drains Well
- 100% Recycled
- Seamless / Natural Appearance
- UV Stability
- IPEMA Certified
- ASTM & ADA Compliant
- Factory Installed Over Leveled Earth

### Color Options



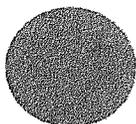
Black



Dark Brown



Light Brown



Terra Cotta



Green



Blue



### Fall Height Chart

DEPTH	Fall Height
2.25"	5'
2.75"	6'
3.5"	7'
4"	8'



Dynamic Playgrounds for Every Environment

[www.dynaplay.com](http://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



**USASHADE**  
& Fabric Structures, Inc.

## Installation Manual for Single Post Pyramid



**NOTE:**  
Typical installation manual  
for a standard size structure.

Column placement will change  
according to the size of each  
structure.

For questions, please contact  
us at 1-800-966-5005.

### **Model #103      Version #103.1**

No part of this Installation Manual, or any other USA SHADE & Fabric Structures, Inc. produced materials, may be reproduced, transmitted, transcribed, stored in a retrieval system, or translated into any language (natural or binary), in any form or by any means, without the expressed written consent of USA SHADE & Fabric Structures, Inc. Information contained within this document is subject to change without notice, and does not represent any commitment on the part of USA SHADE & Fabric Structures, Inc.

Corporate Headquarters 8505 Chancellor Row Dallas, TX 75247  
Phone: 214.905.9500 Fax: 214.905.9514 Toll-Free: 800.966.5005  
West Coast Headquarters 350 Kalmus Drive Costa Mesa, CA 92626  
Phone: 714.427.6981 Fax: 714.427.6982 Toll-Free: 800.507.4233  
[www.usa-shade.com](http://www.usa-shade.com)

**USASHADE**  
& Fabric Structures, Inc.

UPDATED 12/24/08

Page 1

International Accreditation Service

CERTIFICATE OF ACCREDITATION

*This is to signify that*

**SHADE STRUCTURES, 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 (ACI172) and is recognized under Section 1704.2.5.2 of the 2012 *International Building Code*®, and Section 1704.2.2 of earlier code editions, commencing February 11, 2013.

Accreditation covers inspections conducted in accordance with the fabricator's approved quality control manual and the requirements of ACI172. Periodic inspections are conducted by H. W. Loehner, Inc. (AA-586), at 8319 Chancellor Row, Dallas, Texas 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*

Patrick V. McCullen  
Vice President



*C. P. Ramani*

C. P. Ramani, P.E.  
President

This accreditation certificate supersedes any IAS accreditation certificate bearing an earlier date. The certificate becomes invalid upon suspension, cancellation or revocation of accreditation. See the IAS Accreditation Listings on the web at [www.iasinc.org](http://www.iasinc.org) for current accreditation information, or contact IAS directly at (562) 364-8301.

Print Date: 05/08/2014

11-04576

**Corporate Headquarters**

8505-A Chancellor Row, Dallas, TX 75247

P 214.905.9500 F 214.905.9514 TF 800.966.5005


**USA SHADE**  
 & Fabric Structures, Inc.
**West Coast Headquarters**

350 Kalmus Drive, Costa Mesa, CA 92626

P 714.427.6981 F 714.427.6982 TF 800.50.SHADE

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

**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 structures are not paid for in full.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures without the prior written consent of USA SHADE.
- The warranty is void if the structures are not 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 (ie. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.
- For all units assembled by USA SHADE the "Customer Checklist and Sign-off" form must be signed and returned to USA SHADE within 10 business days from the date of 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:**

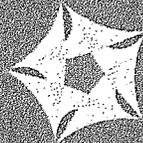
- Shadesure™ fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of Red and Coolbrella™ fabrics, which carry a 3-year limited warranty.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (ie. 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 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.



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P 214.905.9500 F 214.905.9514 TF 800.966.5005


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P 714.427.6981 F 714.427.6982 TF 800.50.SHADE

- 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 5-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 at no charge for 5 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (ie. 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 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, 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 (ie. Sunbrella®) will include their respective manufacturer's warranty.

Shadesure and Coolbrella are trademarks of USA SHADE & Fabric Structures, Inc.

Colourshade is a registered trademark of Multiknit Pty. Ltd.

Sunbrella is a registered trademark of Glen Raven Custom Fabrics, LLC.





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& Fabric Structures, Inc.

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**Steel:**

- The structural integrity of the steel is warranted for 20 years.
- Workmanship and powder coated 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 (ie. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.

**Thread:**

- USA SHADE warrants its sewing thread for a period of 10 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 (ie. hurricane, tornado, micro/macroburst), 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 were not assembled by USA SHADE, all labor for the removal, assembly and/or freight will be for the customers account and the warranty will only be applicable to the repair or replacement of defective materials.

