



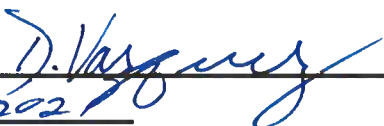
## Piggyback Checklist

**Contract Number/Name:** Manatee County School District Contract of Award Agreement No. 21-0053-MR

**Services/Supplies to be provided:** Playground renovation including safety surface and shade cover replacement with new pavilion installation for Mara Berman Giuliani Park (MBGP).

**Using Department(s):** Department of Parks, Recreation & Cultural Arts

ITEMS VERIFIED	YES	NO	COMMENT
Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract?	Yes		
Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised?	Yes		
Piggyback Contract is Valid? Contract Expiration Date: 08/31/2023	Yes		Initial Term: 09/01/20 – 08/31/23
Goods / Services requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract?	Yes		
Does the piggyback contract have acceptable terms and conditions?	Yes		
Did the vendor confirm that the piggyback contract is authorized to be used with the established terms, conditions, and pricing?	Yes		Vendor approves using the contract.
Is pricing "Fair and Reasonable" in the piggyback contract?	Yes		
Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the COH's Risk Management?	Yes		
Piggyback Contract has Warranty Conditions?		No	Warranty conditions are specific to vendor.
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)		No	

**Verified By:**   
**Date:** 10/11/2022



# CITY OF HOLLYWOOD, FLORIDA

## PROCUREMENT SERVICES DIVISION

### Piggyback Request Form

(Use for purchase(s) over \$5,000, when piggybacking off other contracts)

Date 10/11/2021

Department/Office PRCA

Division/Area Administration

Requestor David Vazquez

Title Assistant Director

Phone 954-921-3404

Email dvazquez@hollywoodfl.org

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1. Requested Vendor Bliss Products & Services, Inc. Vendor Number 101035

Address 6831 South Sweetwater Road, Lithia Springs, GA 30122

Contact Person Patty Caruthers

Title Sales Representative

Phone 239-596-9660

Email patty@blissproducts.com

2. Contract title and number requesting to piggyback? Award Agreement No. 21-0053-MR

Awarding Agency Manatee County School District

Contract Expiration Date 08/31/2023

Copy of Contract and Awarding Agency documentation is attached (provide if available).

☒ Yes ☐ No

3. Product/Service being requested (be specific). Purchase and installation of playground equipment and safety surfacing, shade cover replacement and pavilion.

4. Detailed description of the product/service's function and purpose. As part of City's Capital Improvement Program (CIP) projects, Mara Berman Giuliani Park (MBGP) will have the playground renovated. The renovation includes demolition of the existing playground and installation of new playground equipment and safety surfacing, shade cover replacement and adding a new pavilion.

5. Please explain what process the Department/Office took to verify and/or identify this contract. City staff requested a quote from Bliss Sales Representative.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☐ Yes ☐ No

Please explain PRCA is working with several playground vendors on a handful of playground renovation capital improvement projects

7. Total cost of the requested product/service. \$420,633.00

8. Total estimated annual (fiscal year) cost of requested product/service. \$0.00 It's a one-time cost

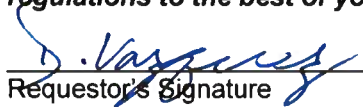
Account Number(s) 301.309902.57200.563010.001390.000.000

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

#### REQUESTING DEPARTMENT RECOMMENDATION

**Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.**

  
Requestor's Signature

10/11/2021  
Date

  
Director's Signature

10/12/2021  
Date

Mara Berman Giullianti Park  
4151 North Hills Drive  
Hollywood, FL 33021

Bliss Products & Services

This play equipment is recommended for children ages:  
2-5 and 5-12  
Minimum Area Required:  
82'-7" x 63'-1"

Scale: 3/16" = 1'-0"  
This drawing can be scaled only when in an 24" x 36" format

Drawn By:  
J. Swieczichowski  
Date:  
9/27/2021  
Quote Number:  
645-1286331

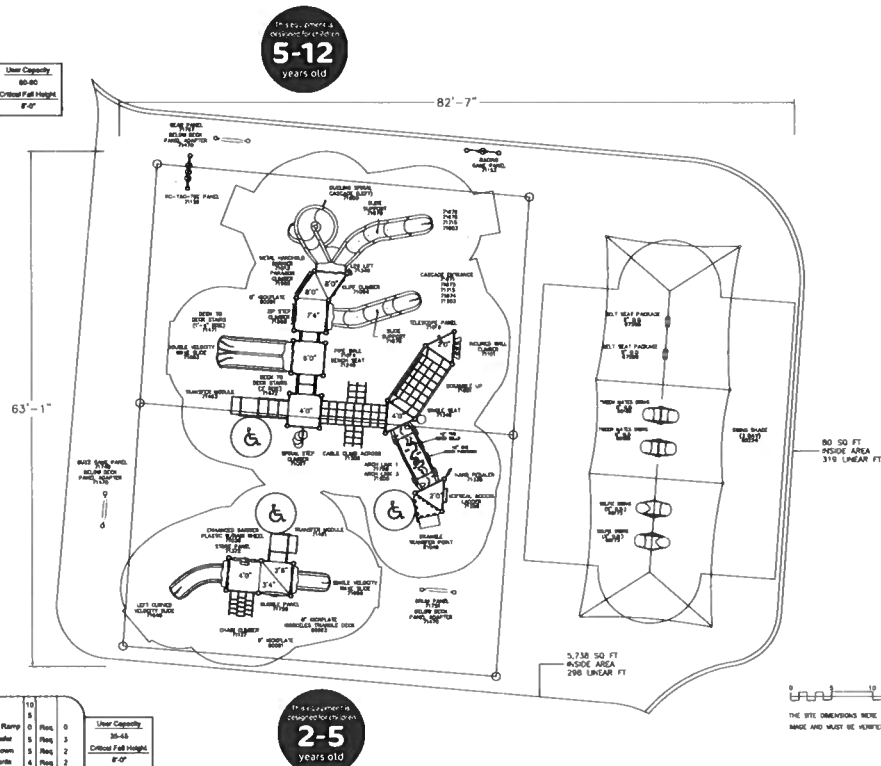
play&park  
structures  
PLAYPARKS  
544 Chestnut Street  
Chattanooga, TN 37402  
800-727-1907 / www.playandpark.com

User Capacity  
100-135  
Critical Fall Height  
8'-0"



SUPERDOO  
PLAY SYSTEMS

Total Play Components	22		
Elevated Play Components	13		
Elevated Play Components Accessible by Ramp	8	Req. 0	User Capacity
Elevated Components Accessible by Transfer	11	Req. 7	80-80
Accessible Ground Level Components Shown	10	Req. 4	Critical Fall Height
Different Types of Ground Level Components	5	Req. 3	8'-0"



Total Play Components	10		
Elevated Play Components	5		
Elevated Play Components Accessible by Ramp	0	Req. 0	User Capacity
Elevated Components Accessible by Transfer	5	Req. 3	30-45
Accessible Ground Level Components Shown	5	Req. 2	Critical Fall Height
Different Types of Ground Level Components	4	Req. 2	8'-0"

Instrument is designed for children  
2-5  
years old

Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction.  
**IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

SCALE 1"=1'

### Model # HSP20

**Design Criteria:** Structure shall be designed to meet site specific snow and wind load design criteria using most current applicable building codes. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

**Tubular Steel Columns and Beams:** Standard column dimension shall be 5" x 5" x 3/16" tubular steel welded to 5/8" base plates for surface mounting. Main support beams are 7" x 5" x 3/16" and purlins are 5" x 3" x 1/8". Steel sizes are preliminary and may change due to ongoing review and final engineering.

**Roofing:** 24 Ga. pre-cut steel Multi-Rib panels with Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 7'-6". Attached to structural framing with exposed self tapping screws painted to match roof color. Matching 24 Ga. trim included.

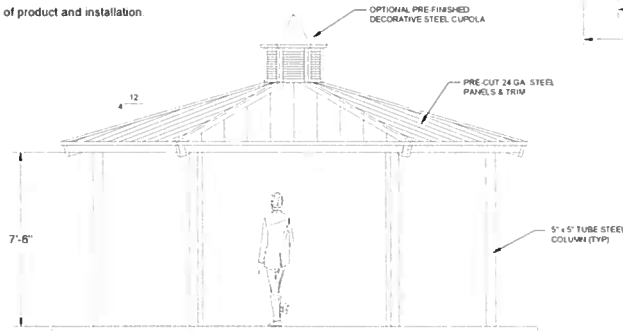
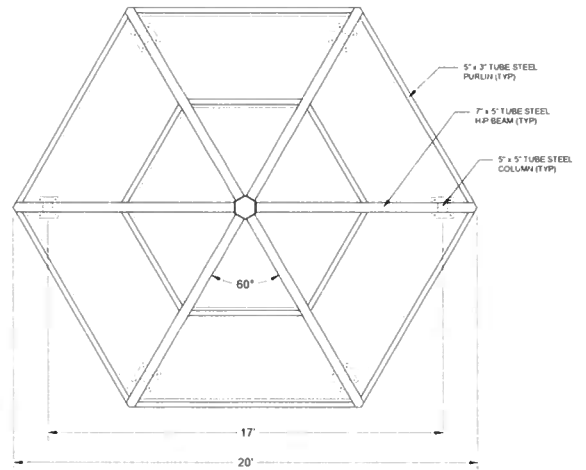
**Frame Finish:** All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

**Foundation:** All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted to footings with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing without base plates upon request. Anchor bolts and bracing templates are included. Optional base plate covers are available at an additional cost.

**Hardware:** All structural hardware and roofing fasteners shall be provided.

**Warranty:** 10 years against manufacturer defects.

**Not Included:** Concrete work of any kind, unloading of product and installation.





Bliss Products  
and Services, Inc  
6831 S.  
Sweetwater Rd.  
Lithia Springs,  
GA 30122  
(800) 248-2547  
(770) 920-1915  
Fax

Quote # **58250**

Sales Rep: Patty Carruthers  
patty@blissproducts.com  
O: (239) 248-6430  
F: (770) 920-1915  
C: (239) 248-6430

CITY OF  
HOLLYWOOD

Date 09-30-2021

Project MARA BERMAN GUILLIANTI PARK WITH  
PARTIAL SHADE REFURBISHMENT/NEW  
SHADE INTERGRATED INTO SWINGS  
AND HEX GAZEBO

Bill To  
CITY OF HOLLYWOOD  
PO BOX 229045  
HOLLYWOOD, Florida 33022  
T: (954) 921-3404

Ship To  
MARA BERMAN GUILLIANTI PARK  
4151 North Hills Drive  
Hollywood, Florida 33021

Contact  
DAVID VAZQUEZ  
ASSISTANT  
DIRECTOR  
Phone: (954)  
921-3469

Approximate Ship Date

Ship Via

Payment Terms  
Net 30

\* Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.

\* Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BPF	PERMIT	PULL PERMIT BUT DOES NOT INCLUDE THE APPLICATION FEE TO BE PAID BY THE CITY IF NOT WAIVED  NO DISCOUNT PER CONTRACT PER NOTE #7	1	\$1,800.00	\$1,800.00
CFS	HEX STEEL SHELTER	HSP 20 HEXAGON STEEL SHELTER 20' W 8' EAVE HEIGHT INCLUDES MEGA RIB ROOFING C PREFABRICATED CUPOLA  ROOF PITCH IS 4:12, DESIGNED FOR A STANDARD 30 PSF LIVE LOAD & 90 MPH WIND SPEED, POWDER COATED STEEL FRAME, 24 GA MEGA RIB METAL ROOFING, ZINC PLATED FASTENERS AND TUBULAR STEEL FRAME UTILIZES HIDDEN BOLTS & FASTENERS WHERE POSSIBLE  ENGINEERING INCLUDED FOR PERMITS  LIST PRICE - \$25150 DISCOUNT PROVIDED - \$1300  EXCEEDS REQUIRED DISCOUNT (5%) PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR	1	\$23,850.00	\$23,850.00
PPS	645-1286331	CUSTOM PLAYGROUND AND INTEGRATED SHADE OVER SWINGS PER DWG DATED 9-27-2021  ENERGETIC COLOR SCHEME - SPRING GREEN, SKY BLUE & YELLOW WITH BLUE DECKS  LIST PRICE - \$ 166868 DISCOUNT PROVIDED - \$30000  EXCEEDS REQUIRED DISCOUNT (10%) PER CONTRACT	1	\$136,868.00	\$136,868.00

Vendor	Part #	Description	Qty	Unit Price	Extended Price
		WITH MANATEE SCHOOLS MCSD NO 21-0053-MR			
SAF	SITE WORK	<p>DEMO &amp; SITE PREP</p> <p>1. Remove all existing play equipment and swings 2 Remove and dispose of the existing synthetic turf, rubber base, and plastic borders 3. Excavate the area of expansion 6" below new finished grade and dispose of off-site.</p> <p>SITE WORK FOR INSTALL - NO DISCOUNT REQUIRED PER CONTRACT NOTE #7</p>	1	\$26,450.00	\$26,450.00
SAF	SURFACING - PIP	<p>SURFACING WITH STONE BASE &amp; BORDERS</p> <p>1. Install a 6" x 8" concrete curb on 2 sides the new expanded area. (160 LF) 2. Install a 4" thick compacted stone base. 3. Install new Pour in Place Polyurethane/Rubber safety surface 4. Site Restoration Total area to be surfaced: 5,738 SF Product: Poured-in-Place Safety Surface By Safety 1st Playgrounds, Inc Thickness: 2, 2 1/2, &amp; 3 1/2" for a 4, 6, &amp; 8' CFH Color: Blue/Black 50/50 with inlay designs.</p> <p>Working time to complete: 5 weeks Warranty: Five Years</p> <p>LIST PRICE - \$138950 DISCOUNT - \$14000</p> <p>EXCEEDS REQUIRED DISCOUNT (5%) PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR</p>	1	\$124,950.00	\$124,950.00
SAF	INSTALL - PLAYGROUND WITH INTEGRATED SHADE OVER SWINGS	<p>1. Install new play equipment as per PPS drawing 645-1286331 dated 9/27/2021 2. Install new 3 bay swing with integrated shade</p> <p>PRICE TO INSTALL MUST NOT EXCEED 50% OF COST OF PLAYGROUND EQUIPMENT (MAX INSTALL AMOUNT THAT COULD BE CHARGED PER CONTRACT IS \$68434)</p>	1	\$37,425.00	\$37,425.00
SAF	INSTALL HEX SHELTER	<p>Erect 20' Hex Shelter furnished by Bliss Prod. Including concrete footings - concrete walkway and / or slab leading to shelter not included</p> <p>PRICE TO INSTALL MUST NOT EXCEED 50% OF COST OF SHELTER EQUIPMENT (MAX INSTALL AMOUNT THAT COULD BE CHARGED PER CONTRACT IS \$11925)</p>	1	\$11,925.00	\$11,925.00
SAF	SITE WORK -SHELTER	<p>SITE WORK FOR INSTALL-NO DISCOUNT REQUIRED PER CONTRACT NOTE #7</p>	1	\$4,950.00	\$4,950.00
SHA	REFURBISH EXISTING SHADE STRUCTURE	<p>REPLACE FABRIC, INCLUDING LABOR, EQUIPMENT AND HARDWARE OF AN EXISTING (2) 46 X 30 HIP SHADE STRUCTURES. REFURBISH OF ALL POLES AND UPPER FRAMES INCLUDING SANDING, PRIMING, AND PAINTING OF THE (2) STRUCTURES TO MATCH PLAYGROUND EQUIPMENT - NO PERMITTING INCLUDED OR REQUIRED FOR THIS WORK.</p> <p>COLORS - YELLOW POSTS WITH BLUE FABRIC</p> <p>LIST PRICE - \$41075 DISCOUNT - \$3000</p> <p>EXCEEDS REQUIRED DISCOUNT (5%) PER CONTRACT WITH MANATEE SCHOOLS MCSD NO 21-0053-MR</p>	1	\$38,075.00	\$38,075.00

Vendor	Part #	Description	Qty	Unit Price	Extended Price
STE	ENGINEERING	S & S ENGINEERING FOR PERMITS  NO DISCOUNT PER CONTRACT NOTE #7 - PART OF PERMITTING COST	1	\$1,200.00	\$1,200.00
Note:	NOTE	ORDER MUST BE RECEIVED BY DECEMBER 17, 2021  SITE SURVEYS NEED TO BE PROVIDED BY THE CITY AND SUBMITTED WITH ORDER. IF A CURRENT SITE SURVEY IS NOT AVAILABLE THE CITY WILL NEED TO PAY TO HAVE ONE COMPLETED			
Note:	Escalation Clause	In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the contractor, the contract sum, time of completion of contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in the price of an item of material, equipment, or energy will be considered significant when the price of an item increases twenty percent (20%) between the date of this contract and the date of installation. The amount of the increase shall be capped at five percent (5%) of the original budgeted price for the item.		\$0.00	\$0.00

Sub Total \$407,493.00

Freight 13,140.00

Taxable Subtotal \$6,245.00

Tax 0.00

Grand Total \$420,633.00

Quote valid for 30 days unless otherwise noted.

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any Site preparation or demolition not specified above must be completed prior to installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to your installation agreement for further details. Sales tax if applicable is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>



**NOTICE OF INTENT TO AWARD**

**BID ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

**CONTRACT PERIOD: SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023**

**BOARD APPROVED ON AUGUST 25, 2020**

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSO No. 21-0053-MR			
Bids Due: 3:00 p.m., July 22, 2020			
BIDDERS:	ITEM 1: PLAYGROUND EQUIPMENT		
	Catalog Name	Number	Discount
A&B Management Group, Inc. dba Southern Park and Play Systems	SRP Components	2020	5%
	SportsPlay	2018	5%
	Superior Recreation	2019 (1)	5%
	Athletic Connection	2020	5%
	Bloom	2020-21	5%
	Jaypro	2019-2020 (2)	5%
	Hadar Athletic	2014	5%
Advanced Recreational Concepts	Playcraft Systems	1	2%
	R3/Grounds for Play	2	2%
	UltraPlay	3	2%
	Id Sculpture	4	2%
	Childfitnes	5	2%
	Playtopia	6	2%
	Freemotes Harmony	7	2%
	SRP Parts	9	2%
	SportsPlay	10	2%
	Dynamo	20	2%
Apollo Sunguard Systems, Inc.	No Bid	No Bid	No Bid
Bliss Products and Services, Inc.	Play and Park Structures	44	10%
	BigToys	33	5%
	UltraPlay	X	5%
	Freemotes Harmony	19	5%
	Saag Play	X	5%
	Sportsplay	X	5%
	Elephant Play	X	5%
	Adventurous Child	X	1%
	AAA State of Play	X	1%
	Ceareck	X	5%
	Everlast Climbing	X	5%
	Jensen Swing	X	5%
	Action Play System	X	5%
	Forte Products	X	5%
	Store.blissproducts.com	X	5%
	Dynacushion	X	5%
	Superior Play	X	5%
	World OF Wow	X	5%
	Waterworks International	X	5%
	Compact Water Play	X	5%
Creative Shade Solutions	No Bid	No Bid	No Bid
Industrial Shadeports, Inc.	Industrial Shadeports	2020	10%
Kompan, Inc.	Kompan US Price List		9%

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

Bids Due: 3:00 p.m., July 22, 2020

BIDDERS:	ITEM 1: PLAYGROUND EQUIPMENT		
	Catalog Name	Number	Discount
Lanier Plans, Inc. dba Korkat	SRP - Superior Play	2020	5%
	SRP - Superior Play Components	2020	5%
	SRP - Grounds for Play	2020	5%
	SRP - Freenotes Harmony Park	2020	5%
	Big Toys	2020	5%
	Dynamo	2020	5%
MeTEOR Education, LLC	Kidstuff Playsystems	1005	ADD 34% (15)
Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment,	Miracle Recreation Equipment Company	2020	8% (21)
			12% (21)
			15% (21)
			18% (21)
			20% (21)
	Bleachers		10% (22)
PlayCore Wisconsin DBA Game Time	UPC Parks		5%
	Action Play Systems		5%
Playmore West, Inc.	Game Time	2020	10%
Playcraft Systems	Playworld	2020	5%
	Bertiner	2020	3%
Plaspace Services, Inc.	Playcraft Systems	1	Install Only
	R3/Grounds for Play	2	Install Only
	UltraPlay	3	Install Only
	Id Sculpture	4	Install Only
	Childforms	5	Install Only
	Playtopia	6	Install Only
	Freenotes Harmony	7	Install Only
	SRP Parts	8	Install Only
	Sports Play	10	Install Only
	Dynamo	20	Install Only
Playpower I.T Farmington, Inc.	Little Tikes Commercial	2020	25% (25)(26)
	Little Tikes Commercial	2020	5% (26)(27)

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

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BIDDERS:	ITEM 1: PLAYGROUND EQUIPMENT		
	Catalog Name	Number	Discount
Project Innovations, Inc.	Jambette	2019 - 20	4%
	Play Ground Equipment.com	Volume 2	10%
	Kids Pro Surf Turf & Play Pad	Project Innovations	5%
Rep Services, Inc.	Landscape Structures, Inc.		3%
Superior Park Systems, Inc.	Adventure Playground Systems	Playground & Park Design	3%
	Kidstuff Playsystem	Catalog # 1005	3%
	Childforms	Volume 12	3%
Swartz Associates, Inc.	Childforms	Sales Brochure	3%
	Henderson Recreation	2020 Price List	6%
Top Line Recreation, Inc.	Action Play Systems	2020 Price List	10%
	BCI Burke	01	5%
Varsity Sports dba HSN Sports, LLC (42)	BSN Sports Equipment	20-57307	10%

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR			
Bids Due: 3:00 p.m., July 22, 2020			
BIDDERS:	ITEM 2: SITE EQUIPMENT		
	Catalog Name	Number	Discount
A&B Management Group, Inc. dba Southern Park and Play Systems	Pilot Rock	260 - 2019	5%
	Ultra Site	2020	5%
	Ultra Play	2020	5%
	Polly Products	2019	5%
	Stern Williams	2020	5%
	Superior Site Amenities	2020	5%
Advanced Recreational Concepts	Ultralite	11	2%
	SRP Amenities	12	2%
	Paris Fitness and Amenities	13	2%
	ActionFit	14	3%
	Bison	15	3%
	The Park Catalog	theparkcatalog.com	2%
	JayPro	16	3%
Apollo Sunguard Systems, Inc.	NRS Bleachers	19	3%
	Kay Park	21	2%
	No Bid	No Bid	No Bid
Bliss Products and Services, Inc.	Ultralite	33	5%
	Superior		5%
	Jayhawk Plastics/Prog Furnishings		5%
	Doty & Sons Concrete Products		5%
	Crimson Poolside		5%
	Action Fit		5%
	Bark Park		5%
	Everlast Climbing	X	5%
	Sportsfield Specialties	X	5%
	National Recreation Systems	X	5%
	Dero	X	5%
	Jaypro	X	5%
	Athletic Connections	X	5%
	GT Grandstand	X	5%
	Murdock Fountains	X	5%
	Most Dependable Fountains	X	5%
	Kings River Castings	X	5%
	Webcoat	X	5%
	Store.blaasproducts.com	X	5%
	Colorado Time Systems	X	5%
	Spectrum Aquatics	X	5%
	Gared Sports	X	5%
	Power Systems	X	5%
	Stewart Tennis	X	5%
	US Tennis	X	5%
Creative Shade Solutions	No Bid	No Bid	No Bid
Industrial Shadeports, Inc.	Industrial Shadeports	2020	10%
Kompan, Inc.	TPP Price List		5%

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSO No. 21-0053-MR**

Bids Due: 3:00 p.m., July 22, 2020

BIDDERS:	ITEM 2: SITE EQUIPMENT		
	Catalog Name	Number	Discount
Lanier Plans, Inc. dba Korkat	SRP - Superior Amenities	2020	5%
McTEOR Education, LLC	Kidstuff Playsystems	1005	ADD 34% (15)
	Miracle Recreation Equipment Company	2020	5%
	Douglas Industries		5%
	Bison Sports		5%
	Kay Park		5%
	Wabash Valley		5%
	Yosemite Designs		5%
	Murdock Fountains		5%
	Most Dependable Fountains		5%
	RCP Shelters		5%
	Coverwork Shelters		5%
Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment	DogPot (Pet Stations)		5%
	GT Site	2020	5%
PlayCore Wisconsin DBA Game Time	Ultra Site	2020	5%
Playmore West, Inc.	Wabash Valley	2020	5%
	Ukrasite	11	Install Only
	SRP Amenities	12	Install Only
	Paris Fitness and Amenities	13	Install Only
	ActionFit	14	Install Only
	Bison	15	Install Only
	The Park Catalog	the park catalog.com	Install Only
	JayPro	16	Install Only
	NRS Bleachers	19	Install Only
Playspace Services, Inc.	Kay Park	21	Install Only
Playpower LT Farmington, Inc.	Little Tikes Commercial	2020 (29)	5% (30)

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

**Bids Due: 3:00 p.m., July 22, 2020**

<b>BIDDERS:</b>	<b>ITEM 2: SITE EQUIPMENT</b>		
	<b>Catalog Name</b>	<b>Number</b>	<b>Discount</b>
Project Innovations, Inc.	Play Ground Equipment.com Frog Furnishings	Volume 2 2018	10% 3%
Rep Services, Inc.	DuMor Site Furnishings		3%
Superior Park Systems, Inc.	Superior Amenities Kay Park Recreation	2020 Catalog 2020 Catalog	2% 2%
	Adventure Site Amenities	Playground & Park Design Guide	2%
Swartz Associates, Inc.	Silencepet, Inc.	2020 Price List	5%
	Kay Park Recreation	2020	6%
	Ultra Site	2020 Price List	8%
	Frog Furnishings	2020 Price List	8%
	Vista Furnishings	2020 Price List	5%
	Superior Site Amenities	2020 Price List	8%
	Blue Valley Industries	2020 Price List	5%
	Jaypro Sports	2020	7%
	National Recreation Systems	2020 Price List	6%
	MyTCoat	2020 Price List	8%
Top Line Recreation, Inc.	Premier Polysteel	02	3%
Varsity Sports dba BSN Sports, LLC (42)	BSN Sports Equipment	20-57307	10%

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSO No. 21-0053-MR**

Bids Due: 3:00 p.m., July 22, 2020

BIDDERS:	ITEM 3: SHADE STRUCTURE		
	Catalog Name	Number	Discount
ARB Management Group, Inc. dba Southern Park and Play Systems	Fiberbuilt	2019	5%
	Superior Shade	Volume 11	4%
	SkySpan	2020	5%
	SRP Shade	17	5%
Advanced Recreational Concepts	Ultra Shade	18	5%
	Ball Fabrica	ballfabrics.com	1%
	ICON Shelters	22	5%
	Cedar Forest Products	23	5%
	RCP Shelter	24	5%
	SRP Shelter	25	5%
Apollo Sunguard Systems, Inc.	Apollo Sunguard	2019	8% (6)
	Shade Systems		5%
	Shade America		5%
	Ultra Shade		5%
	Ultra Shelter		5%
	Cedar Forest		5%
	USA Shade		5%
	Superior		5%
	Discount Awnings	X	5%
	Accent Awnings	X	5%
	Creative Shade	X	5%
	Apollo Sunguard	X	5%
	Play and Park Structures	X	5%
	Americana Building	X	5%
Creative Shade Solutions	Creative Shade (10)	1	15%
Industrial Shadeports, Inc.	Industrial Shadeports	2020	10%
Kompan, Inc.	TPP Price List		4%



**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

Bids Due: 3:00 p.m., July 22, 2020

BIDDERS:	ITEM 3: SHADE STRUCTURE		
	Catalog Name	Number	Discount
Lanier Plans, Inc. dba Korkat	SRP - Superior Aramidides	2020	5%
McTEOR Education, LLC	Kidstuff Playsystems	1005	ADD 34% (15)
Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment	USA Shade	2020	5%
PlayCore Wisconsin DHA Game Time	GT Shade	2018 / 2020	5%
Playmore West, Inc.	USA Shade	2020	3%
	Shade Systems	2020	3%
	Apolin Senguard	2020	3%
	Superior Shelters	2020	3%
	SRP Shade	17	Install Only
Playspace Services, Inc.	Ultrashade	18	Install Only
	Ball Fabrics	ballfabrics.com	Install Only
	ICON Shelters	22	Install Only
	Cedar Forest Products	23	Install Only
	RCP Shelter	24	Install Only
	SRP Shelter	25	Install Only
Playpower LT Farmington, Inc.	Little Tikes Commercial	2020 (31)	5% (32)

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

Bids Due: 3:00 p.m., July 22, 2020

BIDDERS:	ITEM 3: SHADE STRUCTURE		
	Catalog Name	Number	Discount
Project Innovations, Inc.	Pro Shade	Project Innovations, Inc.	3%
Rep Services, Inc.	SkyWays Shades		3%
	USA Shade		3%
	Porter Corp		3%
Superior Park Systems, Inc.	Shade Systems, Inc.	Product Catalog	3%
	Adventure Shade Structures	Playground & Park Design Guide	3%
Swartz Associates, Inc. (37)	Ultra Shade	2020 Price List	4%
	Ultra Shelter	2020 Price List	4%
Top Line Recreation, Inc.	Shade Systems, Inc.	03	5%
	Americana	04	5%
Varsity Sports dba BSN Sports, LLC	BSN Sports Equipment	20-57307	10%

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

Bids Due: 3:00 p.m., July 22, 2020

BIDDERS:	ITEM 4: SURFACING MATERIALS		
	Catalog Name	Number	Discount
A&B Management Group, Inc. dba Southern Park and Play Systems	Garick	2020-21 Quotation	5%
Advanced Recreational Concepts	Rubber Designs	8	5% (3)
	Playspace ADA Wood Mulch	per regional supplier	5% (4)
Apollo Sunguard Systems, Inc.	No Bid	No Bid	No Bid
	Safety 1st		5%
	Wood Mulch Products		5%
	Xgrass		5%
	Zexager		5%
	Fibar		5%
	East Coast Mulch		5%
	IMC Outdoor		5%
	Rubber Recycle	X	5%
	OTS	X	5%
	Forever Lawn	X	5%
	Tot Tuff	X	5%
	Forestry Resources	X	5%
	Kemper Sawmill	X	5%
	Express Mulch Blowing	X	5%
	American Mulch	X	5%
	Rubber Surfacing Specialists	X	5%
	Choppers	X	5%
	Shady Surfacing	X	5%
	Store.blissproducts.com	X	5%
Bliss Products and Services, Inc.			
Creative Shade Solutions	No Bid	No Bid	No Bid
Industrial Shadeports, Inc.	Industrial Shadeports	2020	10%
Kompan, Inc.	Fibar EWF		4%
	Turf Surfacing		4%
	PIP Surfacing		4%
	Rubber Safety Tiles		4%
	Rubber Mulch		4%

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

**Bids Due: 3:00 p.m., July 22, 2020**

BIDDERS:	ITEM 4: SURFACING MATERIALS		
	Catalog Name	Number	Discount
Ianier Plans, Inc. dba Korkat	Outdoor Safety Surfacing		5%
McTEOR Education, LLC	Kidstuff Playsystems	1005	ADD 34% (15)
Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment	Rubber Recycle (Shredded Rubber)		5%
	Fibar Systems (EWF)		5%
	Forever Lawn (Artificial Turf)		5%
	No Fault (Poured in Place Surfacing)		5%
	Durable Lawn (Artificial Turf)		5%
PlayCore Wisconsin DBA Game Time	GT Impact	2020	5%
	Robertson TOT Turf		3%
	No Fault		3%
	X Grass		3%
	Forever Lawn		3%
	Mulch & Soil, Co.		3%
Playmore West, Inc.	Zeager		3%
Playspace Services, Inc.	Rubber Designs	8	5% (24)
	Playspace ADA Wood Mulch	Per Regional Supplier	5% (25)
Playpower L.T Farmington, Inc.	No Fault	N/A	5% (33)

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

**Bids Due: 3:00 p.m., July 22, 2020**

<b>BIDDERS:</b>	<b>ITEM 4: SURFACING MATERIALS</b>		
	<b>Catalog Name</b>	<b>Number</b>	<b>Discount</b>
Project Innovations, Inc.	Kids Pro Surf Turf & Play Pad	Project Innovations, Inc.	5%
	Forever Lawn		3%
	VkriTurf		3%
	No Fault Sports Group		3%
Rep Services, Inc.	iMulch		3%
	Irvine		3%
	Forever Lawn	Product Catalog	3%
Superior Park Systems, Inc.	Forever Lawn	Playground Grass	3%
	Forestry Resources	2020 Price List	10%
	Cowart & Mulch	2020 Price List	10%
Swartz Associates, Inc.	IMC Outdoor	2020 Price List	6%
	Pierecton Rubber Products	2020 Price List	5%
Top Line Recreation, Inc.	No Bid	No Bid	No Bid
Varsity Sports dba BSN Sports, LLC (42)	BSN Sports Equipment	20-57307	10%

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR		
Bids Due: 3:00 p.m., July 22, 2020		
BIDDERS:	ITEM 5: INSTALLATION OF PLAYGROUND EQUIPMENT, SITE EQUIPMENT, SHADE STRUCTURE AND SURFACING MATERIAL	
	Installer/Sub Contractor Name	Percentage Mark up
A&B Management Group, Inc. dba Southern Park and Play Systems	Ultimate Attitude, LLC	30%
	Southern Park and Play Systems	20%
	Playspace Services - playgrounds	37%
Advanced Recreational Concepts	Playspace Services - Shade Install	49%
	Playspace Services - Site Furnishings	75%
	Playspace Services - Safety Surfacing	*(5)
	Playspace Services - Shelters	69%
	Cocoza Construction & Consulting	75%
Apollo Sanguard Systems, Inc.	Dragon Recreation Services	75%
	Southern Homes	75%
	The Best of Southwest Framing	75%
	Bliss Products	50% (7)(8)
Bliss Products and Services, Inc.	Shady Surfacing	50% (7)(8)
	Jamnia Playgrounds	50% (7)(8)
	Complete Construction	50% (7)(8)
	Premier Recreation	50% (7)(8)
	Stewart Tennis	50% (7)(8)
Creative Shade Solutions	Creative Shade (10)	50% (11)
Industrial Shadeports, Inc.	Industrial Shadeports	130% (41)
Kompan, Inc.	Precision Playgrounds, Inc.	30% - 100% (12)(13)

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSO No. 21-0053-MR		
Bids Due: 3:00 p.m., July 22, 2020		
BIDDERS:	ITEM 5: INSTALLATION OF PLAYGROUND EQUIPMENT, SITE EQUIPMENT, SHADE STRUCTURE AND SURFACING MATERIAL	
	Installer/Sub Contractor Name	Percentage Mark up
Lanier Plans, Inc. dba Korkat	Lanier Plans, Inc. dba Korkat	35%
McTEOR Education, LLC	Kidstuff Playsystems - Play Equipment	50% (16) (19)
	Kidstuff Playsystems - Safety Surfacing	60% (16) (17) (19)
	Kidstuff Playsystems - Shade Structures	100% (18) (19)
Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment	Ryan's Maintenance	27%
PlayCore Wisconsin DBA Game Time	John Fitzgerald, Inc.	No Bid
	Playground Equipment	30%
	Site Amenities	30%
Playmore West, Inc.	Shade	30%
	Playmore West, Inc. - Playground Equipment	32%
	Playmore West, Inc. - Site Equipment	32%
	Playmore West, Inc. - Shade Structures	100%
	Playmore West, Inc. - Surfacing (23)	100%
Playspace Services, Inc.	Playspace Services - Playgrounds	37%
	Playspace Services - Shade Install	49%
	Playspace Services - Site Furnishing	75%
	Playspace Services - Safety Surfacing	76%
	Playspace Services - Shelters	69%
Playpower LT Farmington, Inc.	Playworx Playsets LLC - Playground and Playground Parts	47% (34)
	Playworx Playsets LLC - Site Amenities	35%
	Playworx Playsets LLC - Shade	100%
	No Fault - Pour in Place Surface (34)	25%

TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR		
Bids Due: 3:00 p.m., July 22, 2020		
BIDDERS:	ITEM 5: INSTALLATION OF PLAYGROUND EQUIPMENT, SITE EQUIPMENT, SHADE STRUCTURE AND SURFACING MATERIAL	
	Installer/Sub Contractor Name	Percentage Mark up
Project Innovations, Inc. (16)	Project Innovations-Playground Equipment	38%
	Project Innovations-Pro Shades	89%
	Project Innovations-Kids Pro Soft Turf & Play Pad	*(35)
	Project Innovations-Frog Furnishings	60%
Rep Services, Inc.	Johnny Pitts Construction	85%
	Al Boegner and Sons, Inc.	85%
Superior Park Systems, Inc.	BFG Development and Construction	100%
	Sports Systems International, Inc.	100%
	Hurley Construction	100%
	Superior Park Systems, Inc.	100%
	Easygreens	100%
	Forever Lawn	100%
Swartz Associates, Inc.	Kranico, Inc.	34% - 110% (38)(39)
	Rida Group Construction	34% - 110% (38)(39)
Top Line Recreation, Inc.	Hurley Construction, Inc.	36%
	Al Boegner & Sons, Inc.	36%
Varsity Sports dba BSN Sports, LLC (42)	No Bid	No Bid



**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

**Bids Due: 3:00 p.m., July 22, 2020**

<b>BIDDERS:</b>	<b>ITEM 6: REPAIRS HOURLY RATE- PER HOUR</b>	<b>ITEM 7: PERCENTAGE MARK UP FOR REPAIR MATERIAL</b>	
A&I Management Group, Inc. dba Southern Park and Play Systems	\$150.00	No Bid	Digital Catalogs
Advanced Recreational Concepts	\$197.50	30%	Digital Catalogs
Apollo Sanguard Systems, Inc.	No Bid	No Bid	Digital Catalogs
Bliss Products and Services, Inc.	\$250.00 (9)	25% (9)	Printed Catalogs
Creative Shade Solutions	\$125.00	10%	Digital Catalogs Printed Catalogs
Industrial Shadeports, Inc.	\$265.00	15%	Digital Catalog
Kompan, Inc.	\$200.00	*(14)	Digital Catalog Printed Catalogs

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

**Bids Due: 3:00 p.m., July 22, 2020**

<b>BIDDERS:</b>	<b>ITEM 6: REPAIRS HOURLY RATE- PER HOUR</b>	<b>ITEM 7: PERCENTAGE MARK UP FOR REPAIR MATERIAL</b>	
Lamer Plans, Inc. dba Korkat	\$75.00	35%	Digital Catalog
McTEOR Education, LLC	\$75.00 (20)	20% (20)	Digital price list/ No cat
Miller Recreation Equipment & Design, Inc./Miracle Recreation Equipment,	\$150.00	0%	No Catalog
PlayCore Wisconsin DBA Game Time	\$100.00	10%	Printed Catalogs
Playmore West, Inc.	\$125.00	30%	Digital Catalog Printed Catalogs
Playspace Services, Inc.	\$197.50	30%	Digital Catalog with inst
Playpower LT Farmington, Inc.	\$100.00	25%	Printed Catalogs

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

Bids Due: 3:00 p.m., July 22, 2020

BIDDERS:	ITEM 6: REPAIRS HOURLY RATE- PER HOUR	ITEM 7: PERCENTAGE MARK UP FOR REPAIR MATERIAL	
Project Innovations, Inc.	\$400.00	45%	Digital Catalog Printed Catalogs
Rep Services, Inc.	No Bid	No Bid	Printed Catalogs
Superior Park Systems, Inc.	\$285.00	30%	Printed Catalogs
Swartz Associates, Inc.	\$200.00 (40)	No Bid	No Catalogs
Top Line Recreation, Inc.	\$350.00	30.00%	Digital Catalog
Varsity Sports dba BSN Sports, LLC (-42)	No Bid	No Bid	No Catalogs

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSO No. 21-0053-MR**

**Bids Due: 3:00 p.m., July 22, 2020**

**NOTES:**

- (1) Open Market/Playgrounds
- (2) Allsport/2020 Athletic Eqpn
- (3) or discounts applied in catalog
- (4) per discount applied in Playspace catalog
- (5) Discounts included in Playspace/Rubber Designs catalog
- (6) See attached copy of price list
- (7) This does not include any site prep, permitting or concrete work. Shelter and shade foundations will be additional. Some vendors offer a delivered and installed price which will be discounted appropriately in the product discount. Site work and concrete including foundations will be priced per job. Sport court construction priced per job.
- (8) Only Big Toys and Play and Park Structures require installer certification
- (9) Rental Equipment Mark Up will be 10% as allowed on Page 12
- (10) 2020 Manatee Schools Catalog
- (11) Shade Price
- (12) 30% Equipment, 60% Site Equipment, Shade 100%
- (13) Mat Installation is based upon each unit - \$35.00 per unit  
Border Installation is based upon each unit - \$15.00 per unit  
Pour in Place Pricing and Turf includes installation  
EWF installation is based on cubic yard - \$16 per cubic yd  
Rubber Tile Installation is based upon square footage - \$3 per sq. ft.  
Rubber Mulch Installation is based upon square footage - \$10.00 per sq. ft.
- (14) Markup for Repair Materials: Repair materials would be Kompan Spare Parts. Kompan has over 65,000 spare parts for current product lines as well as past product lines. Each part has a retail price and includes all markups. We would be happy to provide a Parts Price List in electronic format, if SDMC would like to view the list.
- (15) Sell Price + (ADD) %
- (16) Minimum \$3500.00
- (17) 60% of safety surfacing cost
- (18) 100% of shade structure cost
- (19) Please note all items may be negotiated for a particular job
- (20) Kidstuff Play systems will only service equipment manufactured by Kidstuff Play systems, Olympic Recreation or Recreation Creations, LLC.
- (21) 8% \$0000 - \$4999  
12% \$5000 - \$9999  
15% \$10000 - \$14999  
18% \$15000 - \$24999  
20% \$25000 - Above Discount does not include freight, specials/sales flyer, parts
- (22) Bleachers Discount does not include freight, specials/sales flyer, parts
- (23) Engineered Wood Fiber

**TABULATION OF BIDS ON PARK AND PLAYGROUND EQUIPMENT, MCSD No. 21-0053-MR**

**Bids Due: 3:00 p.m., July 22, 2020**

**NOTES:**

(24) or per discounts applied in catalog

(25) per discount applied in Playspace catalog

(26) Discounts included in Playspace/Rubber Designs Catalog

(27) Off Playgrounds Sets - Excludes Tot Builders, Custom Design Studio, Early Childhood Clever Climbers and Tot Tree

(28) Off Parts

(29) Pages 182 to 185

(30) off site amenities

(31) Pages 186 and 187

(32) Off Shade

(33) pH Safety Surface (PWS)

(34) Which equates to 35% of equipment list price before discount

(35) Included in Price

(36) Permits/Signed & Sealed Engineered Drawings not included. Prices TBD per Project

(37) Note: Prepay + Add Freight for all manufacturers. Any permitting requirements and costs (if applicable) will incur an additional fee.

(38) Playground Equipment - 34%

Site Equipment - 35%

Shade Structure - 110%

Surfacing Materials

Forestry Resources - 60%

Cowart Mulch - 60%

IMC Outdoor - 40%

Pierrection Rubber Products 40%

(39) Prepay & Add freight for all manufacturers

(40) \$900.00 Minimum charge for installation

(41) Industrial Shade Port manufactures and installs our own equipment

(42) BSN Sports Exceptions to percentage off bid Spring 2020 catalog-see list

*Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.*



PURCHASING DEPARTMENT  
215 Manatee Avenue West  
Bradenton, Florida 34205  
Direct Line (941) 708-8770 FAX Line (941) 708-8485

## **Contract of Award Agreement No. 21-0053-MR**

**THIS AGREEMENT** is entered into by and between the Manatee County School District, hereinafter "District" and Bliss Products and Services, "Contractor".

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:  
**PARK AND PLAYGROUND EQUIPMENT, SDMC No. 21-0053**
2. **Contract Term:** The term of this Agreement shall be from September 1, 2020\_ through August 31, 2023 . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.
4. **Invoice Requirements:** The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.  
  
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.  
  
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.
5. **Non-Funding:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.
6. **Termination for Cause:** The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the

termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

**Termination for Convenience:** Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

7. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.
8. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. **Anti-Discrimination:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
10. **Minority, Small, and Women Owned Business:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.
11. **Force Majeure:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during

the duration of the Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

12. **Governing Law:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.
13. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.
14. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the nonFederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
15. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).



17. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System 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." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
18. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
19. **Section 6002 of The Solid Waste Disposal Act:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).
20. **Record Retention Requirements for Contracts Paid for with Federal Funds** 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
21. **Indemnification:** Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.
22. **Insurance:** Contractor shall furnish the School District of Manatee County with proof of:
  - a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
  - b. Employer's Liability Insurance in an amount not less than \$1,000,000.00 per occurrence.

- c. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    - i. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
  - d. Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
  - e. Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.
23. **Compliance with Jessica Lunsford Act:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at [www.manateeschools.net](http://www.manateeschools.net).
24. **Sovereign Immunity:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**
- Linda Lambert, Communications/ Public Records Associate, 215 Manatee Avenue W. Bradenton, Florida, 34205  
(941) 708-8770 [lambertl@manateeschools.net](mailto:lambertl@manateeschools.net)
25. **Entire Agreement:** The proposal and this agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.
26. **Authority to Execute:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

**SIGNATURES:**

**CONTRACTOR**

Contract of Award Agreement  
[Bid/RFP Park and Playground Equipment, SDMC No. 21-0053-MR]

  
Signature

Jim Carruthers

Type or Print Name

Bliss Products and Services Inc.

Business/Company Name

6831 S. Sweetwater Rd

Address

Lithia Springs Ga 30122

City, State, Zip

08/04/2020

Date

REPRESENTATIVE

Title

239-248-7023

Phone

866-920-1915

Fax

jcarruthers@blissproducts.com

Email

  
Doug Wagner

Doug Wagner Aug 17, 2020 10:35 EDT

DEPUTY SUPERINTENDENT

8/17/2020

SCHOOL DISTRICT OF MANATEE COUNTY

  
Mitchell Tuttlebaum

Legal Counsel  
Cynthia

Saunders

Superintendent

Digitally signed by Cynthia  
Saunders  
Date: 2020.08.27 14:56:55  
-04'00'

8/17/2020

Date

8/27/2020

Date

SCHOOL BOARD

Gina Messenger

Board Chair

Digitally signed by Gina  
Messenger  
Date: 2020.08.27 14:57:18  
-04'00'

8/27/2020

Date

**ADDENDUM A**

**CONTRACTOR INFORMATION FORM**

**SUPPLIER NAME:** Bliss Products and Services

**TELEPHONE NUMBER:** —

**LIST EMPLOYEE(S) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE**

**COUNTY:** Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: <https://www.manateeschools.net/Page/6689>

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
Jim CARPENTERS	05/21/2023	

**Contract of Award Agreement**  
**[Bid/RFP Park and Playground Equipment, SDMC No. 21-0053-MR**


**Contractor/Vendor Disqualifiable Offenses:**

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.



**Bliss Products**  
**6831 S. Sweetwater Rd**  
**LithiaSprings, Georgia, 30122**  
**Phone: 770.944.8290**  
**Fax:**  
**Email:**  
**Contact: Patty Carruthers**

### Mara Berman Giullianti Park

City of Hollywood  
 Attn: . . .  
 4151 N Hills Drive  
 Hollywood, FL 33021

Quote Number: 645-128633I  
 Quote Date: 9/13/2021

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	2-5 Play Unit	1	1313.94		
	60059 -- 5"OD ALUM UPR 10'W/CAP	5			
	60061 -- SMALL KICKPLATE-8"SPACE	1			
	60062 -- SMALL KICKPLATE	1			
	60956 -- 5"OD ALUM UPR 9'W/CAP	1			
	71000 -- SQUARE DECK	1			
	71002 -- ISOSCELES DECK	2			
	71028 -- ENHANCED BARRIER W/RAIN	1			
	71031 -- RING CLAMP ASSEMBLY	23			
	71127 -- CHAIN CLIMBER 2'-9"-4'-0"	1			
	71372 -- STORE PANEL	1			
	71461 -- TRANSFER MODULE 2'-8"	1			
	71649 -- LEFT CURVED SLIDE (4')	1			
	71659 -- SINGLE VELOCITY WAVE 2'-8"	1			
	71756 -- Bubble Panel - SM	1			
RDU	5-12 Play Unit	1	5196.98		
	60059 -- 5"OD ALUM UPR 10'W/CAP	6			
	60060 -- 5"OD ALUM UPR 12'W/CAP	4			
	60061 -- SMALL KICKPLATE-8"SPACE	1			
	60088 -- 5"OD ALUM UPR W/CAP 14'	6			
	60178 -- 5"OD ALUM UPR 8' W/CAP	5			
	60947 -- 5"OD ALUM UPR 13' W/CAP	1			
	60948 -- 5"OD ALUM UPR 11' W/CAP	1			
	61046 -- TRIANGLE TRANSFER POINT	1			
	71000 -- SQUARE DECK	3			
	71001 -- TRIANGLE DECK	5			
	71013 -- METAL HANDHOLD BARRIER	1			
	71014 -- PIPE WALL	1			
	71019 -- TELESCOPE PANEL	1			
	71031 -- RING CLAMP ASSEMBLY	58			
	71087 -- SPIRAL STEP CLIMBER 4'-0"	1			
	71094 -- CLIFF CLIMBER 8'-0"	1			
	71101 -- INCLINE WALL CLIMBER 2'-0"	1			
	71249 -- BENCH SEAT	1			
	71298 -- VERT ACCESS LADDER 2'-0"	1			
	71309 -- CABLE CLIMB ACROSS	1			
	71338 -- HAND PEDALER	1			
	71340 -- LEG LIFT	1			
	71346 -- SINGLE SEAT	1			
	71463 -- TRANSFER MODULE 4'-0"	1			
	71471 -- DECK TO DECK STAIR 1'-4"	1			
	71472 -- DECK TO DECK STAIR 2'-0"	1			
	71669 -- 7'-4"ZIP STEP CLIMBER	1			
	71671 -- SINGLE CASCADE ENTRANCE	1			
	71674 -- STRAIGHT SECTION	1			
	71675 -- CURVE LEFT SECTION	1			
	71676 -- CURVE RIGHT SECTION	2			
	71678 -- SLIDE SUPPORT	2			
	71683 -- DOUBLE VELOCITY 6'-0"	1			
	71715 -- 2'STRAIGHT SECTION	2			

	71798 -- ARCH LINK 1 2'-8"/6'-0"	1	
	71800 -- ARCH LINK 3-SENSOR PKG	1	
	71851 -- SCRAMBLE UP LINK	1	
	71900 -- DUELLING SPIRAL CASCADE-L	1	
	71903 -- LONG EXIT SECTION	2	
	71909 -- 96" PARAGON CLIMBER	1	
RDU	Swings	1	3342
	65173 -- REFLECTIONS SELFIE SWING 5"	2	
	65180 -- TWEEN MATES SWING 5"	2	
	65224 -- SHADED SWING 3 BAY	1	
	67598 -- BELT SEAT PKG 5"OD	2	
RDU	Free Standing Drum Panel	1	112.12
	60102 -- 5"OD AL UPR W/CAP 6'LG	2	
	71031 -- RING CLAMP ASSEMBLY	4	
	71470 -- BELOW DECK PANEL ADAPTOR	1	
	71751 -- Drum Panel - SM	1	
RDU	Free Standing Buzz Game Panel	1	112.12
	60102 -- 5"OD AL UPR W/CAP 6'LG	2	
	71031 -- RING CLAMP ASSEMBLY	4	
	71470 -- BELOW DECK PANEL ADAPTOR	1	
	71748 -- Buzz Game Panel - SM	1	
RDU	Free Standing Tic-Tac-Toe Panel	1	165.12
	60102 -- 5"OD AL UPR W/CAP 6'LG	2	
	71031 -- RING CLAMP ASSEMBLY	4	
	71156 -- TIC-TAC-TOE PANEL	1	
RDU	Free Standing Gear Panel	1	119.12
	60102 -- 5"OD AL UPR W/CAP 6'LG	2	
	71031 -- RING CLAMP ASSEMBLY	4	
	71470 -- BELOW DECK PANEL ADAPTOR	1	
	71757 -- Gear Panel - SM	1	
RDU	Free Standing Racing Game Panel	1	136.12
	60102 -- 5"OD AL UPR W/CAP 6'LG	2	
	71031 -- RING CLAMP ASSEMBLY	4	
	71153 -- RACING GAME PANEL	1	
313199	PPS OWNER'S KIT	1	11

Total Weight: 10508.52

**Total Amount: \$166,868.00**

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Bliss Products.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Payment terms: payment in full, net 30 days subject to approval by Play & Park Structures Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts.

Payment terms: by credit card, VISA or MasterCard.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

## David Vazquez

---

**From:** Horace McLarty  
**Sent:** Thursday, July 22, 2021 1:33 PM  
**To:** David Vazquez  
**Cc:** Tami Thornton  
**Subject:** FW: Review of COI  
**Attachments:** City Of Hollywood COI - 071921.pdf; FW: [EXT]Re: COI - Needed for 55532

Acceptable

*Horace McLarty*  
Accountant, Human Resources/Risk Management



Office: (954) 921-3292  
Fax: (954) 921-3678

**From:** David Vazquez  
**Sent:** Thursday, July 22, 2021 10:50 AM  
**To:** Horace McLarty <HMCLARTY@hollywoodfl.org>  
**Subject:** Review of COI

Horace,

1<sup>st</sup> attachment is updated COI for Bliss Products and Services. They are renovating park playgrounds for the City. The 2<sup>nd</sup> attachment is your review and approval of the same vendor's COI earlier this year. For your review and approval.

DV





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2021

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

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

<b>PRODUCER</b> HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120  www.hdins.com AYP070759	<b>CONTACT</b> NAME: Meg Stover PHONE (A/C, No, Ext): 770-382-8954 E-MAIL: MStover@hdins.com ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Cincinnati Specialty Underwriters INSURER B: Twin City Fire Insurance Co. INSURER C: Sentinel Insurance Co, Ltd INSURER D: Certain Underwriters at Lloyd's, London INSURER E: INSURER F:	<b>FAX</b> (A/C, No): 770-386-4081  <b>NAIC #</b> 13037 29459 11000
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**COVERAGES****CERTIFICATE NUMBER:** 62942445**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
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"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		CSU0024940	1/17/2021	1/17/2022	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$3000000 PRODUCTS - COMP/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	<input checked="" type="checkbox"/>		20UECKN3349	7/29/2021	7/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$0	<input checked="" type="checkbox"/>		CSU0024939	1/17/2021	1/17/2022	EACH OCCURRENCE \$5000000 AGGREGATE \$5000000 \$
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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		20WECAT3242	7/29/2021	7/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000
C	<b>IM-Installation</b>			20SBAZT2793	4/19/2021	4/19/2022	\$100000 (\$2500 deductible)
D	<b>Professional Liability</b>			HPL21-0261	4/28/2021	4/28/2022	\$1000000 per claim/aggregate

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

-See Attached Remarks Schedule--

Information provided by this certificate (including any addendum/attachment) is strictly limited per State of Georgia statute OCGA 33-24-19.1

**CERTIFICATE HOLDER****CANCELLATION**City of Hollywood  
PO Box 229045  
2600 Hollywood Blvd.  
Hollywood FL 33022

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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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: A

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

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

<b>AGENCY</b> HDINS, Inc dba Harry Daniel Insurance		<b>NAMED INSURED</b> Bliss Products and Services, Inc. 6831 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:** ACORD 25 (03/16)**HOLDER:** City of Hollywood**ADDRESS:** PO Box 229045 2600 Hollywood Blvd. Hollywood FL 33022

**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.

AGENCY CUSTOMER ID: A \_\_\_\_\_

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



## ADDITIONAL REMARKS SCHEDULE

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

<b>AGENCY</b> HDINS, Inc dba Harry Daniel Insurance		<b>NAMED INSURED</b> Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>

### ADDITIONAL REMARKS

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

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

**HOLDER:** City of Hollywood

**ADDRESS:** PO Box 229045 2600 Hollywood Blvd. Hollywood FL 33022

The afore-mentioned forms on the ADDENDUM/DOO apply to: City of Hollywood

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -  
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

- C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US - PER CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:



If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

**EXCLUSION 5. - FELLOW EMPLOYEE -** of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### **6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### **7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

# COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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## COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy or under "controlling underlying insurance". The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV - Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

### SECTION I - COVERAGES

#### 1. Insuring Agreement

- a. We will pay on behalf of the insured, except as stated in this Coverage Part, those sums in excess of the "retained limit" any insured becomes legally obligated to pay as damages to which insurance provided under this Coverage Part applies.

- b. The amount we will pay for "loss" is limited as described in Section II - Limits Of Insurance.
- c. This insurance applies to damages that are subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to damages arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
- d. If the "controlling underlying insurance" requires, for a particular claim, that the injury or damages occur during its policy period in order for that coverage to apply, then this insurance will only apply to that injury or damages if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular damage takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that damage takes place during the policy period of this Coverage Part.

#### 2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. The exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

##### a. Asbestos

Any liability or damages:

- (1) Caused by or arising out of, attributable to, or in any way related to asbestos in any form or transmitted in any manner; or
- (2) For any asbestos related diseases.

##### b. Auto

Any loss, cost or expense caused by or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

**c. Recording and Distribution of Material or Information in Violation of Law**

Any liability or damages arising out of:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**d. E.R.I.S.A.**

Any liability or damages arising out of:

- (1) Any insured's activities as a fiduciary under the Employment Retirement Income Security Act of 1974, or any amendments thereof or any regulation or orders issued pursuant thereof; or
- (2) The Pension Benefits Act and the Consolidation Omnibus Budget Reconciliation Act of 1986 (COBRA);

Including any amendments, regulations or enabling statutes pursuant thereto, or any similar federal, state or provincial statute or regulation.

**e. Employment Practices**

Any injury to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or

- (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

**f. Fines, Penalties, Punitive, Exemplary, Multiplied or Uninsurable Damages**

- (1) Civil or criminal fines or penalties imposed by law;
- (2) Punitive or exemplary damages;
- (3) The multiplied portion of multiplied damages;
- (4) Any amount for which an insured is not financially liable; or
- (5) Any award that is uninsurable under the law governing this policy,

**g. Nuclear**

Any liability or damages based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

**h. Pollutant or Pollutant-Related**

- (1) Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutral-

ize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**i. War**

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**3. Defense**

- a. We have no duty to defend any insured or participate in the settlement or defense of any claim, suit or proceedings.
- b. We have the right, but not the duty, to be associated with the insured or "controlling underlying insurers" in the investigation, defense or settlement of any claim, suit or proceeding to which we think this Coverage Part may apply.
- c. If the "controlling underlying insurance" limits are exhausted by payment of "loss", we have the right but not the duty to investigate, defend or settle any claim or suit to which we think this Coverage Part may apply. However, at our discretion, if we assume our right to investigate, defend

or settle any claim or suit we may withdraw from such investigation, defense or settlement proceedings after our applicable Limits of Insurance as stated in the Commercial Excess Liability Declarations have been exhausted by payments.

We will not pay any expenses except those we directly incur at our discretion.

**SECTION II - LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Commercial Excess Liability Coverage Declarations, and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or suits brought, or number of vehicles involved;
  - c. Persons or organizations making claims or bringing suits;
  - d. Coverages provided by this insurance; or
  - e. Limits available under any "controlling underlying insurance."
- 2. The Limits of Insurance of this Coverage Part will apply as follows:
  - a. This insurance only applies in excess of the "retained limit".
  - b. The Aggregate Limit is the most we will pay for the sum of all "loss" for all damages covered under this Coverage Part.
  - c. The Each Occurrence Limit is the most we will pay for the sum of all "loss" under this insurance because of all damages arising out of any one "event". Any amount we pay for damages arising out of an "event" will reduce or exhaust the amount of our applicable aggregate limit of insurance available for payment of any other "event".
  - d. With respect to any claim or suit to which this insurance applies and for which we assume charge of the settlement or defense, if the limits of insurance of any "controlling underlying insurance" are reduced by defense expenses then any defense expense payments we make will reduce our applicable Limits of Insurance in the same manner.
- 3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for damages covered under this insurance.

The Aggregate Limits of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional pe-

riod will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION III - CONDITIONS

The following Conditions apply. The Conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

#### 1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and post judgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the Limits of Insurance described in Section II - Limits Of Insurance.

#### 2. Bankruptcy

##### a. Bankruptcy of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### b. Bankruptcy of Controlling Underlying Insurer

Bankruptcy of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

#### 3. Duties in the Event of an Event, Claim or Suit

- a. You must see to it that we are notified in writing as soon as practicable of an "event" which may result in a claim under this insurance.
- b. If a claim is made or suit is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or suit and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

#### c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damages to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, admit to any liability, consent to any judgment, settle any claim or suit, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

#### 5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.



- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our written consent. This Coverage Part's terms can be amended or waived only by endorsement issued by us and made part of this insurance.

## 7. Maintenance of Changes to Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from injury or damages to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

## 8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to

insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

## 9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

## 11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against

an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

## 12. Transfer of Defense

### a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

### b. Defense Transferred By Us

If we exercise our right to defend any claim, suit or proceeding, when our limits of insurance have been exhausted our right to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

## 13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declara-

tions written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION IV - DEFINITIONS

Except as otherwise defined in this Coverage Part or in any endorsement to this Coverage Part, the definition of terms and phrases contained in this Coverage Part and any endorsements will be the same as those terms and phrases are defined in the "controlling underlying insurance".

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed as such in our Schedule of Controlling Underlying Insurance.
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed as such in our Schedule of Controlling Underlying Insurance.
3. "Event" means an occurrence, offense, accident, act, error or omission, or other event to which the applicable "controlling underlying insurance" applies.
4. "Loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

- a. Settlements, judgments, binding arbitration; or
- b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim
6. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to, that which has been recognized in industry or government to be harmful or toxic to persons, property or the environment, regardless of whether the injury, damage, or contamination is caused directly or indirectly by the "pollutants" and regardless of whether:
  - a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
  - b. The insured uses, generates or produces the "pollutant".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OPTIONAL COVERAGE TO ANY ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

- A.** At the option of the first Named Insured only, and subject to the terms of this insurance, any additional insureds covered in the "controlling underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such additional insureds thereunder.



Bliss Products and Services, Inc.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 20WECAT3242

**Endorsement Number:** 01

**Effective Date:** 7/29/2021

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

ANY PERSON OR ORGANIZATION  
FROM WHOM YOU ARE REQUIRED BY  
WRITTEN CONTRACT OR AGREEMENT  
TO OBTAIN THIS WAIVER FROM US.

Countersigned by \_\_\_\_\_

Authorized Representative

**Form WC 00 03 13** Printed in U.S.A.

**Policy Expiration Date:** 7/29/2022



A PLAYCORE Company

## **PLAY & PARK STRUCTURES WARRANTIES**

### **LIMITED WARRANTY ON SUPERMAX, DURAMAX & TOTMAX**

Play & Park Structures provides a lifetime limited warranty on SuperMax, DuraMax & totMax: a fifteen -year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and covers the product under normal use, proper maintenance and at original installation location; see exclusions.

### **LIFETIME LIMITED WARRANTY ON HARDWARE**

Play & Park Structures provides a lifetime limited warranty 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. All testing of Play & Park Structures' hardware is performed under the guidelines of ASTM B117. 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.

### **FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS**

Play & Park Structures provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, Play & Park Structures will replace the rotomolded product at no cost to the customer.

## **TWENTY-YEAR LIMITED WARRANTY ON RECYCLED PLASTIC LUMBER PRODUCTS**

Play & Park Structures provides a twenty-year limited warranty on recycled plastic lumber products in normal applications 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; see exclusions.

## **LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS**

Play & Park Structures provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

## **LIMITED WARRANTY ON INTEGRATED PLAY & PARK SHADE PRODUCTS**

Play & Park Structures provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.

All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

## **LIMITED WARRANTY ON SITE FURNISHINGS**

Play & Park Structures provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

## **LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS**

Play & Park Structures provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

## **TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS**

Play & Park Structures provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites that cause the wood to become structurally unfit for its intended use; see exclusions.

## **FIVE-YEAR LIMITED WARRANTY ON PLAY & PARK STRAP AND TOT SEAT**

Play & Park Structures provides a five-year limited warranty on strap and tot swings seats against structural failure that causes the seats to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion, or premature wear.

## **FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENT INSERTS**

Instrument inserts provided by Freenotes Harmony Parks carry a five-year limited warranty against failures in manufacturing or materials.

## **THREE-YEAR LIMITED WARRANTY ON "C" SPRINGS FOR SPRING BOUNCERS**

Play & Park Structures provides a three-year limited warranty on "C" springs for Spring Bouncers against damage due to delaminating of the rubber spring and breakage of the "C" spring that would cause the Spring Bounce to become structurally unfit for its intended use; see exclusions.

## **3-YEAR LIMITED WARRANTY ON POLYURETHANE FOAM**

Play & Park Structures provides a three-year limited warranty on polyurethane foam parts. This warranty covers damage due to failure of parts that cause the product to become unfit for its intended use. This three-year limited warranty covers the product as defined below, and covers the product under normal use, proper maintenance and under ownership of the original purchaser; see exclusions below.

## **ONE-YEAR LIMITED WARRANTY ON ALL OTHER PLAY AND PARK STRUCTURES PRODUCTS**

Products included in the Play and Park Structures catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade, UltraShelter and SurfaceMax, will maintain the warranty of each respective brand.

**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.**

**Play & Park Structures 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.**



## Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

Play & Park Structures  
Customer Service  
544 Chestnut Street  
Chattanooga, TN 37402

Or Contact you local Representative at  
**1-800-727-1907**

Within 60 days of notice of claim under warranty, Play & Park Structures will make arrangements to replace the damaged product. Play & Park Structures will cover freight costs within the continental United States. Play & Park Structures is not responsible for freight costs associated with products located outside the continental United States. Play & Park Structures 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:* \_\_\_\_\_

*Play & Park Invoice Number:* \_\_\_\_\_

\_\_\_\_\_  
*Authorized Play & Park Signature*

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

See Park Structures on the web at [www.playandpark.com](http://www.playandpark.com)

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the "CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

[www.cpsia.playcore.com](http://www.cpsia.playcore.com)



## Warranty

**Safety 1st Playgrounds** (hereafter known as SF) warrants the Polyurethane/EPDM PIP Safety Surface (hereafter known as EPDM PIP ) installed under this contract agreement located at the \_\_\_\_\_ for a period of Five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the EPDM PIP only.

This limited warranty includes only SF obligation to repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include raveling, delaminating, peeling, cracking, and loss of integrity as a result of the EPDM PIP degradation. SF is under no obligation or responsibility to repair and/or replace the EPDM PIP surface if damaged by vandalism (including cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper maintenance, or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the EPDM PIP surface and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. SF will be responsible for security of the newly installed EPDM PIP during the installation times and the Owner will be responsible for protection of the surface after working hours. Any damages to the surface during non working hours of the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to SF

Safety 1st Playgrounds, Inc.  
Guy DiGennaro

Date of Issue:

Client:  
Contractor:  
Located at:  
Certificate Number:

Authorized Signature  
Title: Project Manager