504 Big Tree Road • South Daytona, FL 32119 • 386/322-3070



MEMORANDUM

To:	James L. Gillis, Jr., City Manager
From:	Amy Zengotita, CPRP, Parks and Recreation Director
Re:	Consideration of awarding the Riverfront Veterans Memorial Park Pavilion Improvements (Bid 22-B-002) to Bliss Products and Services in the amount of \$14,673 utilizing Community Development Block Grant (CDBG) funds as budgeted in the current fiscal year.
Date:	April 4, 2022

The City recently replaced the playground at Riverfront Veterans Memorial Park. To further enhance the park, pavilion improvements were planned for this year. These improvements included the replacement of the existing picnic tables within the two pavilions here.

The planned improvements called for the installation of eight (8) surfaced mounted black powder coated picnic tables and two (2) accessible picnic tables as well as the removal of the existing picnic tables which were embedded into the existing concrete slab.

Staff solicited bids from qualifying contractors until Friday, March 4, 2022, at which time the submissions were publicly opened. The City received three proposals from Bliss Products and Services Inc (6831 S. Sweetwater Road, Lithia Springs, GA 30122) for \$14,673, Playcore Wisconsin, Inc. dba Gametime (150 Playcore Drive S.E., Fort Payne, AL 35968) for \$20,603, and Lanier Plans, Inc. dba KorKat (221 Cable Industrial Way, Carrollton, GA 30117) for \$18,791.

A selection committee, comprised of Parks and Recreation staff and the City Manager unanimously selected Bliss Products and Services Inc as the lowest, responsive bidder in the amount of \$14,673.

Staff requests the City Council award the Riverfront Veterans Memorial Park Pavilion Improvements (Bid 22-B-002) to Bliss Products and Services in the amount of \$14,673. This project is utilizing Community Development Block Grant (CDBG) funds provided by Volusia County for the picnic table replacement. If the City Council awards the contract as recommended, the project should be completed within 90 days. This project has been identified in the current year budget.

About Ultra-Site



At UltraSite we take pride in providing communities the opportunity to enjoy life's intermissions – a slight pause from a busy lifestyle. UltraSite's brands of site amenities, shades, shelters, dog parks and outdoor fitness products, are the superior choice that provide a low maintenance, durable solution for any outdoor recreation location. We have been standing behind our products for over 15 years so that you can watch the sunrise, grill out with your family, or just have a nice place to relax while the kids are playing. We hope



that UltraSite can join you as you build your next intermission.



UltraCoat is a premium thermoplastic coating by UltraSite with superior adhesion that creates a seal tight bond to the metal surface and ensures a smooth, shiny finish without the use of PVC's.

7 reasons to choose the superior performance of UltraCoat:

- 1. Superior Adhesion
- 2. Resistance to Cutting and Vandalism
- 3. Smooth Finish that Prevents Mold and Mildew
- 4. No Runs or Drips
- 5. Easily Repaired
- 6. UV Protection
- 7. Environmentally Friendly

Ultra-Site is a PlayCore company. PlayCore helps build stronger communities around the world by advancing play through research, education, and partnerships. Our company infuses this learning into its complete family of brands. We combine best-in-class planning and education programs with the most comprehensive array of recreation products available to create play solutions that match the unique needs of each community we serve.





COLOR GUIDE*

SPECIFICATIONS

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*Colors are approximate, contact us for physical samples.



WARRANTY

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

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

THERMOPLASTIC and POWDER COATED PRODUCTS

UltraSite provides a seven (7) year limited warranty on thermoplastic coated elements and a three (3) year limited warranty on powder coated elements. Powder coated products from the Premium Collection carry a five (5) year limited warranty. UltraSite guarantees all items for one (1) full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

LIFETIME LIMITED WARRANTY ON HARDWARE

UltraSite 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 (1) year limited warranty on hardware against rust; see exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a ten (10) 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.

UltraSite guarantees all materials and workmanship for ten (10) years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

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

UltraSite provides a one (1) year limited warranty on IPE wood redwood and pressuretreated wood products against damage by decay or termites that causes the wood to become structurally unfit for its intended use.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a one (1) year limited warranty on all the water fountains and the related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of ten (10) years from the date of delivery for fabric, for a period of twenty (20) years from the date of delivery on the steel structure with limited five (5) years warranty of powder coat and limited one (1) year warranty on all the moving parts. UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure.

Some field drilling may be necessary and is considered a normal part of construction and will not be subject to rejection or cause for void of warranty.

UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

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

Shade fabrics carry a ten (10) year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red and Yellow, which carry a



two (2) year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first six (6) years, thereafter pro-rated over the last four (4) years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (i.e. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind more than the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The fabric tops must be removed should a hurricane warning be issued. The warranty will be voided if any modification or attachment is made to the rafter(s).

The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

The limited warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to fire, cuts, vandalism misuse, "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms loads in excess of the applicable building code.

UltraShade does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond UltraShade's control. UltraShade will not be held responsible for any materials that were not properly stored prior to installation. UltraShade reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.



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

ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use and offers a ten (10) year limited warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions, five (5) years warranty of powder coat and limited one (1) year warranty on all the moving parts. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter for the first six years, thereafter pro-rated at 18% per annum over the last four years.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings and has been subjected only to normal intended use and exposure.

Some retro-fitting and field cutting may be necessary and is considered a normal part of construction and will not be subject to rejection or cause for void of warranty.

Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties regarding finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

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



ActionFit PRODUCTS

UltraSite offers a ten (10) year limited warranty on Steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle and moving parts, and cosmetic damage or defects.

Five (5) year limited warranty on stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. A two (2) year limited warranty on bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. One (1) year limited warranty on the rib belt of cycle, with the exclusion of cosmetic damage or defects.

ALL OTHER PRODUCTS

UltraSite offers a one (1) year limited warranty on all other products.

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

EXCLUSIONS

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

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

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

CANCELLATIONS AND RETURNS

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



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1675 Locust Street Red Bud, IL 62278 Phone: 618-282-8200 Fax: 618-282-8202

WARRANTY & TERMS

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

Damages or loss in transit is the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 10 days. Ultra Play is NOT responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. Ultra Play will assist in filing claims if the freight arrangements were made by Ultra Play at your request.

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



SAFETY WARNINGS & EQUIPMENT INSPECTION

- Owners and installers please note these safety warnings and make use of this checklist on a regular basis.
- Follow installation instructions when erecting equipment.
- Ground surfaces around equipment should be restored as needed. Concrete footings should never be exposed. Surface depth should comply with ASTM and CPSC specifications.
- Check for and repair damage caused by wear or vandalism, a major factor in injury causing situations.
- All protruding bolts should be covered or cut off and finished smooth. Sharp edges on pipes should be capped or removed. Check for bent, broken, or severly worn pipe, and replace.
- All equipment should be free of rust and repainted whenever necessary to deter rusting.
- We provide our customers with layout sheets and installation instructions. Please keep on file the specifications sheet that contains the listing of every part used.
- Never add components not intended for use with this product.
- Regular maintenance is necessary in this and all park and recreational equipment to insure the safety of the user.
- Note: Proper maintenance of equipment requires regular tightening of all bolts, nuts, and setscrews.
- Note: Regular checking of all parts, castings, etc. should be made. If a part is broken or worn, it shoud be replaced immediatly.
- Check to be sure all fittings are tight and that bars and pipes do not move.
- Replace all worn S-hooks. S-hooks must be completely closed. Failure to close S-hooks can result in serious injury to the user. NEVER reuse S-hooks.
- Test for free movement of swing hanger and other moving attached parts.
- Check for worn chains and replace them.
- A soft resilient surface should be placed under all swings extending at least twice the height of the top rail both front and back.

OVERALL DIMENSIONS



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