



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1541561

Procurement Type: Central Purchase Order

Vendor ID: 000000195692

Legal Name: PLAYGROUND SPECIALISTS INC

Alias/DBA:

Total Bid: \$184,013.00

Response Date: 12/19/2024

Response Time: 10:41

Responded By User ID: NatKesling

First Name: Nathaniel

Last Name: Kesling

Email: Nat@playspec.com

Phone: 5406143854

SO Doc Code: CRFQ

SO Dept: 0310

SO Doc ID: DNR2500000007

Published Date: 12/9/24

Close Date: 12/19/24

Close Time: 13:30

Status: Closed

Solicitation Description: Chief Logan State Park New Playground

Total of Header Attachments: 1

Total of All Attachments: 1



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 1541561
Solicitation Description: Chief Logan State Park New Playground
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-12-19 13:30	SR 0310 ESR12022400000003710	1

VENDOR
000000195692
PLAYGROUND SPECIALISTS INC

Solicitation Number: CRFQ 0310 DNR2500000007
Total Bid: 184013 Response Date: 2024-12-19 Response Time: 10:41:52
Comments:

FOR INFORMATION CONTACT THE BUYER
Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building and Facility Construction and Maintenance Services				184013.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

New playground construction.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1541561			Reason for Modification:
Doc Description: Chief Logan State Park New Playground			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-21	2024-12-04 13:30	CRFQ 0310 DNR2500000007	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: 52-2132887
Name : Playground Specialists Inc.
Address : 29
Street :Apples Church Rd.
City : Thurmont
State : MD **Country : US** **Zip : 21788**
Principal Contact : Brad Stokley
Contact Phone: 301-748-9132 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN# 52-2132887

DATE 12/3/2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish a contract for the construction of a new playground at Chief Logan State Park located in Logan, WV per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV US	DIVISION OF NATURAL RESOURCES CHIEF LOGAN STATE PARK 376 LITTLE BUFFALO CREEK RD LOGAN WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building and Facility Construction and Maintenance Services	1			\$ 182,520.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:
New playground construction.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to:

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email:

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ X Playworld Certified Installer

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

[] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

[] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- ☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐ ☒ X Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

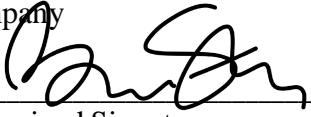
Addendum Numbers Received:

(Check the box next to each addendum received)

<i>BRS</i> <input checked="" type="checkbox"/> Addendum No. 1 <i>X</i>	<input type="checkbox"/> Addendum No. 6
<i>BRS</i> <input type="checkbox"/> Addendum No. 2 <i>X</i>	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company



Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Chief Logan State Park New Playground

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish a contract for the construction of a new playground at Chief Logan State Park located in Logan, WV.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 “Construction Services” means construction of a new playground, including all equipment and incidental items, as more fully described in the Project Plans.

2.2 “Pricing Page” means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 “Project Plans” means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. Experience: Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least one project that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in

REQUEST FOR QUOTATION
Chief Logan State Park New Playground

this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
 - ☒ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
 - ☐ **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

10. CONDITIONS OF THE WORK

- 10.1. **Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

REQUEST FOR QUOTATION
Chief Logan State Park New Playground

10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be M-F 7am – 7pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. Remove all trash, debris, and excess soil and materials.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

REQUEST FOR QUOTATION
Chief Logan State Park New Playground

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jason Dingess _____ Brad Stokley _____

Telephone Number: (304) 549-9168 _____ 800-385-0075 _____

Fax Number: _____

Email Address: Jason.R.Dingess@wv.gov _____ brad@playspec.com _____

REQUEST FOR QUOTATION
Chief Logan State Park New Playground

EXHIBIT B – PROJECT PLANS

1.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

1.1.1 Multi-unit play structure. Playworld Design 350-1715 or Equivalent, ASTM F1487-21

- 1.1.1.1 Must have two (2) Glide slides, minimum 18-inches wide.
- 1.1.1.2 Must have spiral climber.
- 1.1.1.3 Must have hopscotch climber with minimum 24-inch spacing center to center.
- 1.1.1.4 Must have monkey bars with 90-degree horizontal loop ladder and access ladder.

1.1.2 Swing Set- all components must fit together into one 3 bay connected swing unit.

- 1.1.2.1 Must have (1) one arch swing assembly, minimum 3.5-inch OD steel, 2-unit arch swing assembly. Playworld ZZXX0930 or equivalent.
- 1.1.2.2 Must have (1) one arch swing add a bay, minimum 3.5-inch OD steel, arch swing add a bay unit. Playworld ZZXX0932 or equivalent.
- 1.1.2.3 Must have (2) two belt swings w/chain to 8FT height and attachments to arch swing unit.. Playworld ZZXX0260 or equivalent.
- 1.1.2.4 Must have one (1) enclosed infant swing seat with galvanized chain to minimum 8ft and attachments to arch swing unit. Playworld ZZXX0260 or equivalent.
- 1.1.2.5 Must have one (1) Accessible swing seat with chain to 8FT height. Molded seat, rollercoaster-style harness, galvanized chain, color choice made by agency. Playworld ZZXX0892 or equivalent.
- 1.1.2.6 Must have swing kick mats- Number of kick mats must equal number of swings. minimum 3 ft. X 5 ft. dimension, beveled edge swing kick mat. Playworld P-504 or equivalent.

1.1.3 Spin station/merry-go-round.

- 1.1.3.1 Must allow for users with mobility devices to play without transferring out of their device.
- 1.1.3.2 Must have one (1) minimum 7'2" in diameter platform
- 1.1.3.3 Must have U drive technology-self-propelling with the spin the wheel.
- 1.1.3.4 PLA-0009 or equivalent

REQUEST FOR QUOTATION
Chief Logan State Park New Playground

1.1.4 Percussion Play.

- 1.1.4.1 Rainbow Trio Ensemble- Trio Bongos, metallophone, and chimes outdoor percussion instruments, or equivalent.
- 1.1.4.2 Must be on ground-mounted aluminum metal stands/posts.
- 1.1.4.3 Suitable for ADA Accessibility.
- 1.1.4.4 Pentatonic Tuning.

1.1.5 Rock climber and rope link station

- 1.1.5.1 Must have crest design rock climber with four (4) rope points net link. minimum L:6'8" x W 3'8"x H 4'0". Cre8play Crest Rock Climber 100292 or equivalent.
- 1.1.5.2 Must have ledge design rock climber with net tabs (4'sides). minimum L:6'2" x W: 5'6" x 6'0". Cre8Play Ledge Rock Climber 1000295-B or equivalent.
- 1.1.5.3 Must have four points net climber link to connect to ledge and crest design rock climbers. minimum 4' side to 4' side. Cre8play Four Points Net Climber Link 8000210 or equivalent.

1.1.6 Must have (2) two minimum 6' Benches with back or equivalent

- 1.1.6.1 Inground,
- 1.1.6.2 Punched steel
- 1.1.6.3 Industry standard coating.

1.1.7 Must have two (2) minimum 32-gallon trash receptacle with lid or equivalent.

- 1.1.7.1 Inground mounted.
- 1.1.7.2 Punched steel.
- 1.1.7.3 Plastic liner.
- 1.1.7.4 Steel dome lid.

1.1.8 Must have APS ADA accessible half ramp or equivalent.

- 1.1.8.1 Size must be minimum 46.94 inches wide by 72.25 inches long
- 1.1.8.2 Rise must be minimum 5.25 inches high.

1.1.9 Rainbow Rubber or equivalent.

- 1.1.9.1 Install minimum 1,935 square feet of 2-inch playspec rainbow bonded rubber plus 1.5-inch pad- rolled down at the edges into mulch.

1.1.10 Must have APS 8-inch black plastic border around the perimeter of playground or equivalent.

REQUEST FOR QUOTATION
Chief Logan State Park New Playground

1.1.11 Wood Carpet or Equivalent.

1.1.11.1 Minimum IPEMA and ADA certified. ASTM 1292.

1.1.11.2 Minimum coverage area 31' x 27'.

1.1.11.3 Minimum 9 inches deep, compacted.

1.1.11.4 Vendor must supply, deliver and install.

1.1.12 Vendor shall supply, deliver, and install all stated equipment and materials on this RFQ per manufacturer specifications at designated site in Chief Logan State Park.

1.1.13 Warranty- All items listed above must have a minimum warranty protection of One Year.

REQUEST FOR QUOTATION
Chief Logan State Park
Playground

EXHIBIT A – Pricing Page

Name of Bidder:

Playground Specialists Inc.

Address of Bidder:

29 Apples Church Rd.
Thurmont MD. 21788

Phone Number of Bidder:

Office - 800 385 0075
Mobile - 301 748 9132

WV Contractors License No.

WV044443

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

Bid

The Bid shall consist of the delivery and installation of Playground Equipment and Wood Carpet and all the work described and specified in the Bidding Documents, and Construction Specifications as Total Bid. The work shall be in accordance with Federal and State laws and include any other miscellaneous items for a complete installation.

Total Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in numbers.

Total Bid - \$184,013

Total Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in words.

Total Bid - One Hundred Eighty Four Thousand Thirteen Dollars and No Cents



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E), as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligor, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____

(M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligor may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal

(R)

(Name of Principal)

By _____ (S)
(Must be President, Vice President, or
Duly Authorized Agent)

Title

Surety Seal

(U)

(Name of Surety)

Attorney-in-Fact

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, Brad Stokley, after being first duly sworn, depose and state as follows:

1. I am an employee of Playground Specialists, Inc.; and,
 (Company Name)
2. I do hereby attest that Playground Specialists, Inc.
 (Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Brad Stokley

Signature: 

Title: VP of Sales

Company Name: Playground Specialists, Inc.

Date: 12/3/2024

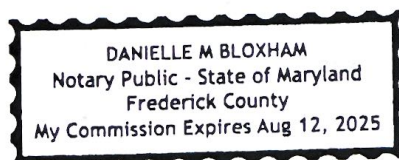
Maryland
 STATE OF ~~WEST VIRGINIA~~,

COUNTY OF Frederick, TO-WIT:

Taken, subscribed and sworn to before me this 16 day of December, 2024.

By Commission expires 8-12-25

(Seal)





(Notary Public)



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1541561			Reason for Modification: Addendum #2 issued to publish agency responses to vendor submitted questions.
Doc Description: Chief Logan State Park New Playground			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-12-09	2024-12-19 13:30	CRFQ 0310 DNR2500000007	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN# 52-2132887

DATE 12/17/2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish a contract for the construction of a new playground at Chief Logan State Park located in Logan, WV per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV US	DIVISION OF NATURAL RESOURCES CHIEF LOGAN STATE PARK 376 LITTLE BUFFALO CREEK RD LOGAN WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building and Facility Construction and Maintenance Services				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:
New playground construction.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>

	Document Phase	Document Description	Page 3
DNR2500000007	Final	Chief Logan State Park New Playground	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1541561			Reason for Modification: Addendum #1 is issued to publish pre-bid sign in sheet and extend bid close date until 12/19/2024 @ 1:30 PM ET.
Doc Description: Chief Logan State Park New Playground			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-12-02	2024-12-19 13:30	CRFQ 0310 DNR2500000007	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN# 52-2132887

DATE 12/17/2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish a contract for the construction of a new playground at Chief Logan State Park located in Logan, WV per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV US	DIVISION OF NATURAL RESOURCES CHIEF LOGAN STATE PARK 376 LITTLE BUFFALO CREEK RD LOGAN WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building and Facility Construction and Maintenance Services				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:
New playground construction.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>

SOLICITATION NUMBER: Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Attachment A

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ 0310 DNR 35-07

Date of Pre-Bid Meeting: 11/14/24 1pm

Location of Prebid Meeting: Chief Logan Lodge

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Mid-Eastern Construction	Ronald Holley	1 Steiner Blvd Barboursville WV 25504	304-416-1187		mideastern07@yahoo.com
Musick's Total Service	Brett Musick	17 Faber Ave Verlona, WV 25645	304-601-6660		Musickstotalservice@outlook.com
Sparks@Play	Tyler Hull	3705 Crandall Ln. Owings Mills, MD 21117	304 476 7688		Tyler@sparksatplay.com
Playground Specialists	Nat Kesting	29 Apples Church Rd. Thurmont Md. 21788	540- 888 -5552 614-3854		Nat Nat@Playspec.com
Chief Logan SP	Michael Ward		304-687-5061		Michael.A.Ward@wv.gov
DNR-PEM	Jason Dinger		304-549-9168		Jason.R.Dinger@wv.gov

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Playground Specialists, Inc.

Company



Authorized Signature

12/17/2024

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1541561			Reason for Modification: Addendum #2 issued to publish agency responses to vendor submitted questions.
Doc Description: Chief Logan State Park New Playground			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-12-09	2024-12-19 13:30	CRFQ 0310 DNR2500000007	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:		
Vendor Name :		
Address :		
Street :		
City :		
State :	Country :	Zip :
Principal Contact :		
Vendor Contact Phone:	Extension:	

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN# 52-2132887

DATE 12/17/2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish a contract for the construction of a new playground at Chief Logan State Park located in Logan, WV per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV US	DIVISION OF NATURAL RESOURCES CHIEF LOGAN STATE PARK 376 LITTLE BUFFALO CREEK RD LOGAN WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building and Facility Construction and Maintenance Services				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:
New playground construction.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>

SOLICITATION NUMBER: Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Attachment A

RFI: Vendor Questions for CRFQ DNR 25*07 Chief Logan State Park Playground

Q.1. Can you clarify the entrance to the playground. I'm pretty sure we/contractors are responsible for the sidewalk from the parking area to the play area, is that correct? On the drawings done for this it was 35 sqf.

A. Please find attached the Playground Layout. Yes, the contractor is responsible for the ADA accessible sidewalk from the parking lot to the playground. Estimated to be 7 ft. long by 5 ft. wide. 35 square feet.

Q.2. Our organization includes two sibling companies, Sparks at Play and Hunt Valley Contractors, Inc. Sparks at Play represents Landscape Structures playground equipment while Hunt Valley Contractors holds the West Virginia contractor's license. If we submit our bid under Sparks at Play, would it be permissible to include Hunt Valley Contractors Inc. contractor's license as part of the bid? We appreciate any clarification you can provide on this matter to ensure our submission meets all necessary licensing requirements.

A. The awarded vendor must also hold the contractor's license.

Q.3. Is this project subject to a B&O tax?

A. No.

Q.4. Is the buyer doing the site prep to get the site to grade for the surfacing required?

A. No. The contractor is required to complete any site prep including subsurface and regrading for proper installation of playground equipment and the ADA sidewalk to the entrance.

Q.5. Do you have the drawings or layout of the spec'd playground?

A. Please find attached the Playground Layout.

Q.6. If our alternates are accepted, can we have a bid due date extension to get renderings, designs, and quotes together? (see links in email)

A. No extensions. For the accepted alternatives please present the closest alternative you have available to match the buyer spec. Note any alternative equipment must fit in the attached Playground Layout to fit properly and meet all safety guidelines.

a) EWF Surfacing

<https://www.dropbox.com/scl/fo/mtf50uel4srbyo5k4zvzr/AIoRgqpKiN9kd5wYhGoRWEg?rlkey=bwojh4qrottkgdonhnlqls1iq&dl=0>

No. We do not want wood chips.

b) LSI Warranty

<https://www.dropbox.com/scl/fo/wx0zh94b6zlitlfr505sy/ABPpHu6VdpNKUnRwhh4eHlM?rlkey=gk3uud35fc2m0pb0uhj6hwcl6&dl=0>

Yes. Similar, Our specs require minimum 1 year warranty.

c) Percussion Play

https://www.dropbox.com/scl/fo/bwofg32iffb8nc0xjj0o9/AF_mAl15tVPR2b36qOP0a_o?rlkey=1dqjv42fyo81crh0ljarbjxv1&dl=0

Yes. Similar products.

d) Poured In Place Surfacing

<https://www.dropbox.com/scl/fo/9eo54gydlfx1qi3tkoelm/AMA-F-D02RNbWsb5UVRZRZc?rlkey=6vk0fnw500rip1dpgxqjzmbx1&dl=0>

Yes.

e) Play Structure

<https://www.dropbox.com/scl/fo/9eo54gydlfx1qi3tkoelm/AMA-F-D02RNbWsb5UVRZRZc?rlkey=6vk0fnw500rip1dpgxqjzmbx1&dl=0>

No.

f) Rock Play

https://www.dropbox.com/scl/fo/tfwpj45tvmcb6738wp9sv/AHuy5m2rJPDwK5d5x_BfSEM?rlkey=gmexkcuh8inabajss6ktr079x&dl=0

No. Too different from the one we spec'd.

g) Site Furnishings

https://www.dropbox.com/scl/fo/kkx5tmg3t26516vray1px/APCDf7EMFRUG87jvVDjA_CM?rlkey=rax75e9u4pbor4zai97ozvyWe=-aa&dl=0

No.

h) Swing Set

https://www.dropbox.com/scl/fo/7suakbtu3hb70x9npm6nx/ANws-TlW7bA4_gkZL7KYbil?rlkey=4vfgjr122wf90yeswpem3tedt&dl=0

Yes. Comparable products.

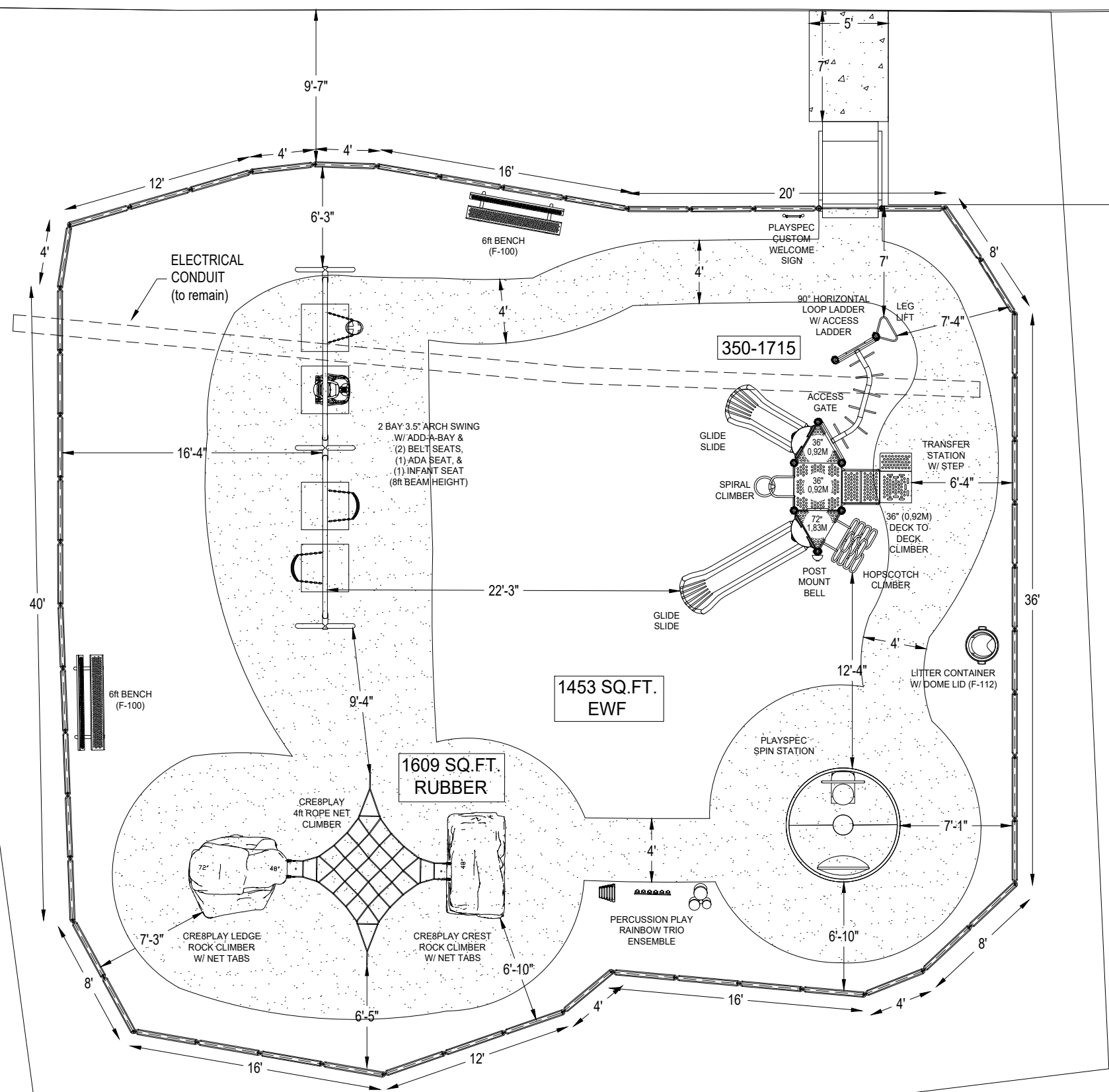
i) We-Go-Round

<https://www.dropbox.com/scl/fo/299mtzwb9ytkksr937b9p/AOGJPZwSSxyqRRQyVJhTQNM?rlkey=9ygx7sptt81llo1i18u2j8jee&dl=0>

Yes. Comparable products.

Q.7. Are you all responsible for the subbase for the sidewalk and the sidewalk?

A. Contractor will be responsible for subbase and ADA accessible sidewalk from the entrance to the parking lot. The Buyer is responsible only for the parking lot.



*PLAYGROUND SUPERVISION REQUIRED

Playground Layout

EQUIPMENT SIZE:

X' x Y' x Z'

USE ZONE:

X' x Y'

AREA:

PERIMETER:

3062 SqFt. 212 Ft.

FALL HEIGHT:

8 Ft.

USER CAPACITY:

AGE GROUP:

40+ 2-12

ASTM F1487-21

CPSC #325



SCALE:

1/8"=1'-0"

Paper Size

B

Chief Logan State Park

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Playground Specialists, Inc.

Company



Authorized Signature

12/17/2024

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012



Chief Logan State Park

Option 3

playground
Specialists Inc.

800.385.0075 | www.playspec.com

- Brown
- Beige
- Green
- Brownstone
- Brown



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EQUIPMENT SIZE:
X' x Y' x Z'

USE ZONE:
X' x Y'

AREA:
3062 SqFt.

PERIMETER:
212 Ft.

FALL HEIGHT:
8 Ft.

USER CAPACITY:
40+

AGE GROUP:
2-12

✓ ASTM F1487-21
✓ CPSC #325



PROJECT NO:
P072424-10C

SCALE:
1/8"=1'-0"

DRAWN BY:
LMARKER

Paper Size

DATE:
26-AUG-24

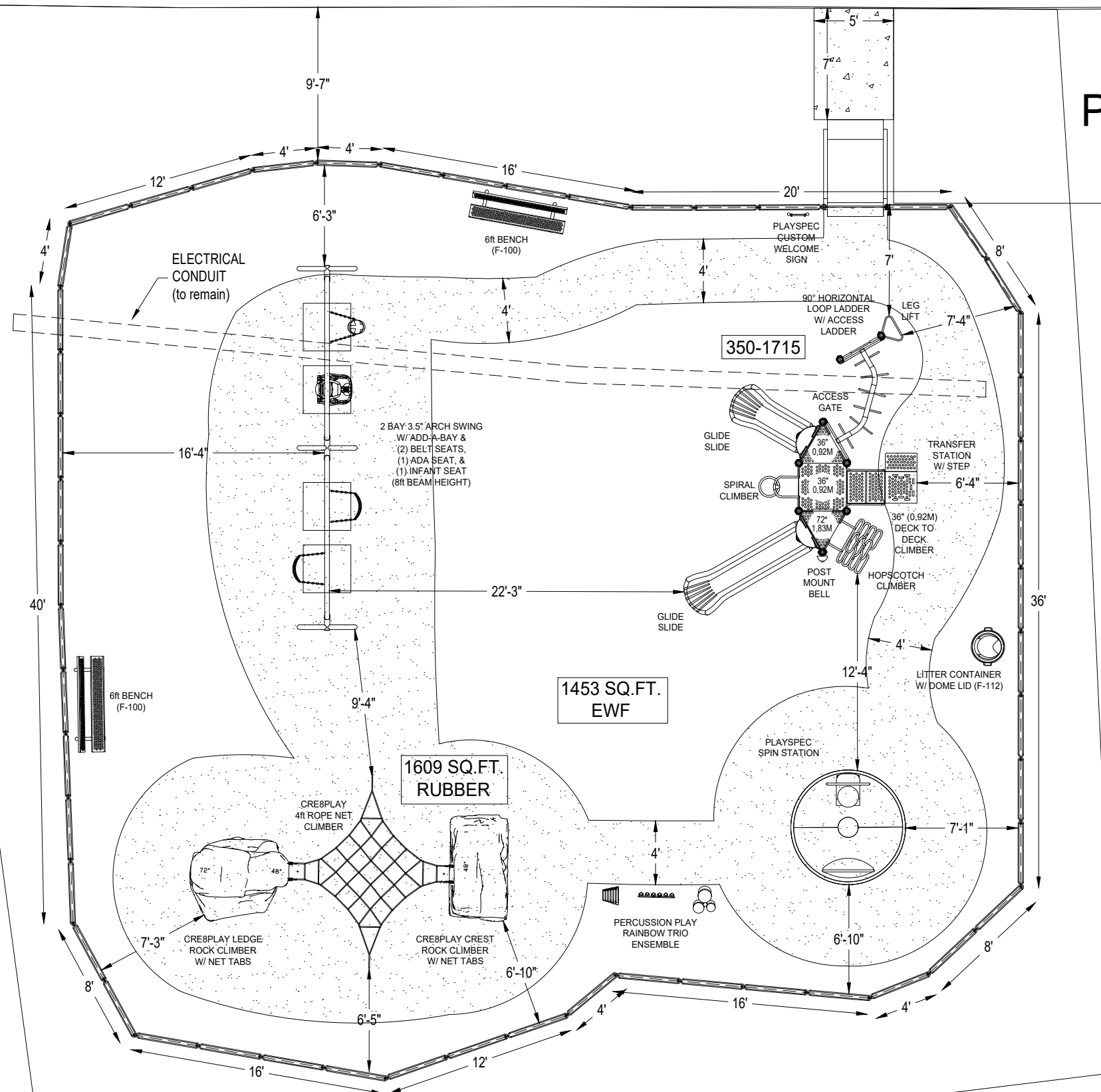
B

Chief Logan State Park

Option 3

ROAD

PARKING LOT





Playground Specialists Inc
29 Apples Church Road
Thurmont, MD 21788
+1 8003850075
www.playspec.com

ADDRESS

WEST VIRGINIA STATE
PARKS
ATTN: MATT YEAGER
324 4TH AVE
SOUTH CHARLESTON, WV
25303

SHIP TO

CHIEF LOGAN STATE PARK
C/O PLAYGROUND
SPECIALISTS

Proposal 32135F**DATE** 12/02/2024**SALES REP**

NAT KESLING

TYPE	QTY	RATE	AMOUNT
GRADING LIGHT GRADING TO PREP FOR NEW EQUIPMENT, SURFACING, AND CONCRETE WALKWAY	1	1,700.00	1,700.00
PLAYWORLD EQUIPMENT 350-1715 - CHALLENGER PRE-DESIGN PLAY STRUCTURE	1	21,373.00	21,373.00
PLAYWORLD EQUIPMENT ZZXX0930 - 3.5" OD 2-UNIT STEEL ARCH SWING ASSEMBLY	1	2,753.00	2,753.00
PLAYWORLD EQUIPMENT ZZXX0932 - 3.5" OD 2-UNIT STEEL ARCH SWING ADD- A-BAY	1	1,652.00	1,652.00
PLAYWORLD EQUIPMENT ZZXX0260 - BELT SWING SEAT W/ CHAIN TO 8FT HEIGHT	2	176.00	352.00
PLAYWORLD EQUIPMENT ZZXX0265 - ENCLOSED INFANT SWING SEAT W/ CHAIN TO 8FT HEIGHT	1	306.00	306.00
PLAYWORLD EQUIPMENT ZZXX0892 - ACCESSIBLE SWING SEAT W/ CHAIN TO 8FT HEIGHT	1	1,591.00	1,591.00
DISCOUNT FACTORY DISCOUNT OFF PLAYWORLD LIST PRICES ABOVE	1	-3,365.00	-3,365.00
IDG PLA-0009 - SPIN STATION	1	15,850.00	15,850.00
F-124 PLAYSPEC CUSTOM WELCOME SIGN	1	875.00	875.00
PERCUSSION PLAY RAINBOW TRIO ENSEMBLE - INGROUND	1	4,895.00	4,895.00
CRE8PLAY 1000292 - CREST ROCK CLIMBER W/ ROPE TABS	1	11,978.00	11,978.00

TYPE	QTY	RATE	AMOUNT
CRE8PLAY 1000295B - LEDGE ROCK CLIMBER W/ NET TABS - 4FT	1	12,812.00	12,812.00
CRE8PLAY 8000210 - FOUR (4) POINTS NET LINK	1	2,506.00	2,506.00
F-100 MYTCOAT 6' BENCH W/ BACK - INGROUND - PUNCHED STEEL - INDUSTRY STANDARD COATING	2	770.00	1,540.00
F-112 MYTCOAT 32 GALLON TRASH RECEPTACLE - PUNCHED STEEL - INDUSTRY STANDARD COATING - INCLUDES INGROUND MOUNT, PLASTIC LINER, AND STEEL DOME LID	2	975.00	1,950.00
APS BORDER 8" BLACK PLASTIC BORDER	53	38.00	2,014.00
APS-ADAHalfRamp ACCESSIBLE HALF RAMP	1	750.00	750.00
INSTALLATION CERTIFIED INSTALLATION OF ALL EQUIPMENT ABOVE INCLUDING LIFETIME INSTALLATION WARRANTY	1	33,625.00	33,625.00
PLAYSPEC RAINBOW INSTALL 1,935 SQ FT 2" PLAYSPEC RAINBOW BONDED RUBBER PLUS 1.5" PAD - ROLLED DOWN AT EDGES INTO MULCH	1,935	18.00	34,830.00
STONE COMPACTED # 57 STONE 6" FOR RUBBER BASE	1	13,065.00	13,065.00
WOODCARPET PROVIDE AND SPREAD 57 CY WOODCARPET EWF AT 9" COMPACTED DEPTH	57	48.00	2,736.00
P-504 3' X 5' BEVELED EDGE SWING KICK MAT - INSTALLED	4	450.00	1,800.00
CONCRETE FORM AND POUR 12' X 5' CONCRETE WALKWAY	1	1,800.00	1,800.00
STONE COMPACTED # 57 STONE FOR CONCRETE BASE	1	270.00	270.00
PERFORMANCE/PAYMENT BOND CHARGES FOR PERFORMANCE & PAYMENT BOND - TOTAL PROJECT AMOUNT \$178,653	1	5,360.00	5,360.00
ROCK CLAUSE IN THE EVENT THAT SITE SOIL OR ROCK CONDITIONS ARE SUCH TO PREVENT NORMAL INSTALLATION TIME AND PROCEDURES, ADDITIONAL CHARGES WILL APPLY			
NOTE EXISTING LIGHTING ELECTRIC LINES TO BE REMOVED BY OTHERS PRIOR TO INSTALLATION			
NOTE ALL SEED/STRAW AND OTHER REQUIRED SOIL STABILIZATION TO BE DONE BY OTHERS AFTER INSTALLATION IS COMPLETED			

TYPE	QTY	RATE	AMOUNT
------	-----	------	--------

RUBBER NOTE

CONTRACTOR NOT RESPONSIBLE FOR SECURITY AND
VANDALISM DURING RUBBER INSTALLATION AND
CURING TIME

*Net 30 w/ PO	SUBTOTAL	175,018.00
*3% service charge for all credit card payments.	TAX (0%)	0.00
*Pricing only guaranteed for 30 days unless specified above.	SHIPPING	8,995.00
*Absolutely no engineering, permits, permit fees, drainage, wage rates, bonding, or additional insurance included in above pricing unless specified on line item.		
*Additional mobilization, poor soils, limited access, or utility issues may result in change orders.		
*Standard lead times always apply. Contact sales agent for details.		
**Sign and return when approved. Thank you!		

TOTAL	\$184,013.00
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Accepted By

Accepted Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Playground Specialists, Inc.
of 29 Apples Church Road, Thurmont MD 21788, as Principal, and Pennsylvania National Mutual Casualty
Insurance Company of 2 N. 2nd Street, Harrisburg PA 17101, a corporation organized and existing under the laws of the State of Pennsylvania
with its principal office in the City of Harrisburg, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of amount bid (\$ 5% of amount bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Chief Logan State Park

376 Little Buffalo Creek Road

Logan WV

NOW THEREFORE,

- (a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 2nd day of December, 2024.



Playground Specialists, Inc.

(Name of Principal)

By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

Jeffrey Barber- President

(Title)

Surety Seal



Pennsylvania National Mutual Casualty Insurance Company

(Name of Surety)

[Signature]
Attorney-in-Fact
Robert G. Phelan- Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

1393-1446

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint ROBERT G. PHELAN, BRIAN P. GIBSON, JAYME E. KOONTZ, DENNIS M. CORAPI AND FRED AGUILAR, ALL OF EMMITSBURG, MARYLAND (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF SIXTEEN MILLION DOLLARS ----- (\$16,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON AUGUST 31, 2034, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

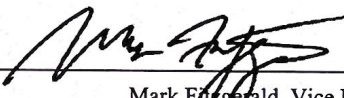
This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on August 7, 2024.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY


Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On August 7, 2024, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

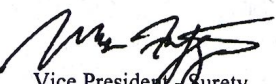


COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2024
Member, Pennsylvania Association of Notaries


Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 12/2/24.


Vice President - Surety



Chief Logan State Park Details

- Playworld Structure 5-12 age group, size is 6'5"x1'10"x5'7" with a 24 user capacity
- Cre8play Rock climbers with Fourpoints Net climber. These Glass fiber Reinforced Concrete that will provide years of play and awesome esthetics.
- IDG spin station 2-12 age group full inclusive size is 7'2" in diameter featuring U drive, self-propelling with the spin the wheel. This allows a mobility devise user can spin there self only one of its kind in the industry.
- Playworld accessible swing seat with new latching system , one toddler swing and 2 belt swings with 3x5 swing mats.
- ADA mobility device ramp from concrete sidewalk poured by Playground Specialist's (parking lot by others)
- Engineered wood fiber – See attached Sheet, this meets all current ADA, ASTM and is certified Ipema Per Astm 1292 and F2075
- Playspec Rainbow Bonded Rubber surfacing inclusive travel for mobility device users see attached Specifications
- Plastic Borders are very low maintenance unlike wood bordering.
- 6' bench along with Litter container with dome Lid

Color Me Confident

While color is a small detail in the larger scope of playground planning, it shouldn't be an afterthought. Colors can tell a story and evoke a feeling. They guide the eye and inspire play.

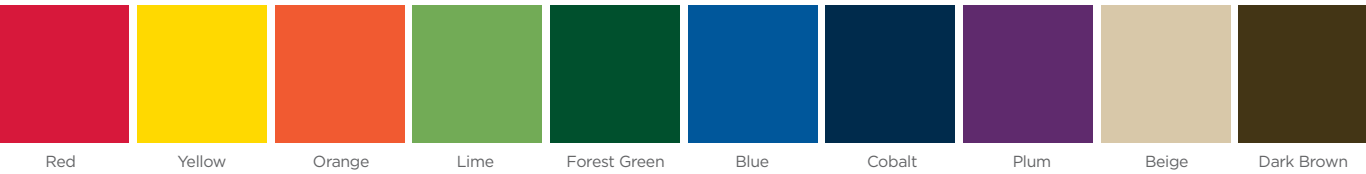
From warm, sunset shades that invigorate to cool, tropical tones that calm, there's a perfect combination for your play space.

Choosing a color palette can be fun, but it's also a lot of work. Not sure where to start? Try assigning certain colors to a material or type of activity. When in doubt, take inspiration from your environment, whether it's your school colors or the native flora and fauna. Don't be shy—color yourself confident.

Rotomolded Colors



1-Color Sheet Plastic



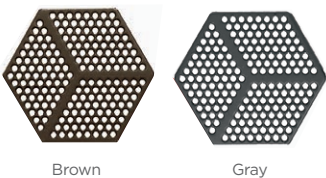
2-Color Sheet Plastic



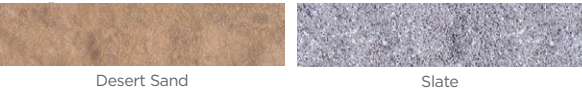
Component & Post Colors



Plastisol Coating Colors



Boulders



Rope Colors






Rapid Response Maintenance Parts Program

Your purchase of a Playworld playground means you are receiving the highest quality product in the industry. With that comes superior service and support. If, during the life of your playground, you need to replace a part, your need is our top priority. You can expect a timely response after you submit your request via one of these methods:

Playworld.com/Parts

Phone: 800.233.8404 or +1.570.522.9800

While we support any replacement you might need, this is a quick reference guide (table right) to some of the most commonly requested items.

	DESCRIPTION	ITEM NUMBER	WEIGHT
	Slash-Proof Swing Seat Belt	AMC0005BLK	4 lbs (2 kg)
	Slash-Proof Swing Seat Toddler	AMC0006BLK	8 lbs (4 kg)
	Swing Chain (per 1' or 0,3m)	ZZXX0134	1 lbs (1 kg)
	Tamper-Resistant Bits 7/32"	BAE0914	1 lbs (1 kg)
	Tamper-Resistant Bits 3/8" (TORX®)	BAE0915	1 lbs (1 kg)
	Short Hex Key Wrench 5/32"	BAE0900	1 lbs (1 kg)
	Short Hex Key Wrench 1/8"	BAE0901	1 lbs (1 kg)
	Short Hex Key Wrench 7/32"	BAE0902	1 lbs (1 kg)
	Short Hex Key Wrench 3/16"	BAE0905	1 lbs (1 kg)
	Short Hex Key Wrench 5/16"	BAE0906	1 lbs (1 kg)
	Short Hex Key Wrench 1/4"	BAE0910	1 lbs (1 kg)
	Short Hex Key Wrenches TT 45L	BAE0922	1 lbs (1 kg)

Colors are subject to change without notice. Color swatches are for reference only. For accurate color samples and the most up-to-date specifications consult your local representative. Playworld uses high quality materials and state-of-the-art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. Playworld does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.

THE PLAYWORLD® DIFFERENCE



Make a difference in your community with Playworld. Together, we'll expand the possibilities of play with equipment that exceeds safety standards, fosters greater inclusion, and lasts for generations.

PLAYWORLD TEAM

As masters at their craft, our manufacturing team puts passion and care into every product. Attention to detail and commitment to quality ensure the safe, one-of-a-kind experiences we'd want for our own families.

PLAYWORLD PRIDE

The integrity of our products is only outmatched by our dedication to high play value. Building our heritage upon providing reliable products is our biggest achievement, and experiencing decades of smiles and laughter from children around the globe is our greatest reward.

PLAYWORLD PROCESS

By maintaining control of processes, materials, and testing, our team guarantees the long-lasting durability of every product. We expect the unexpected, using meticulous inspection and rigorous testing to prepare for any extremes that may come your way.

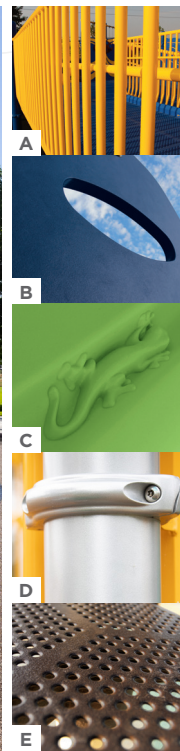
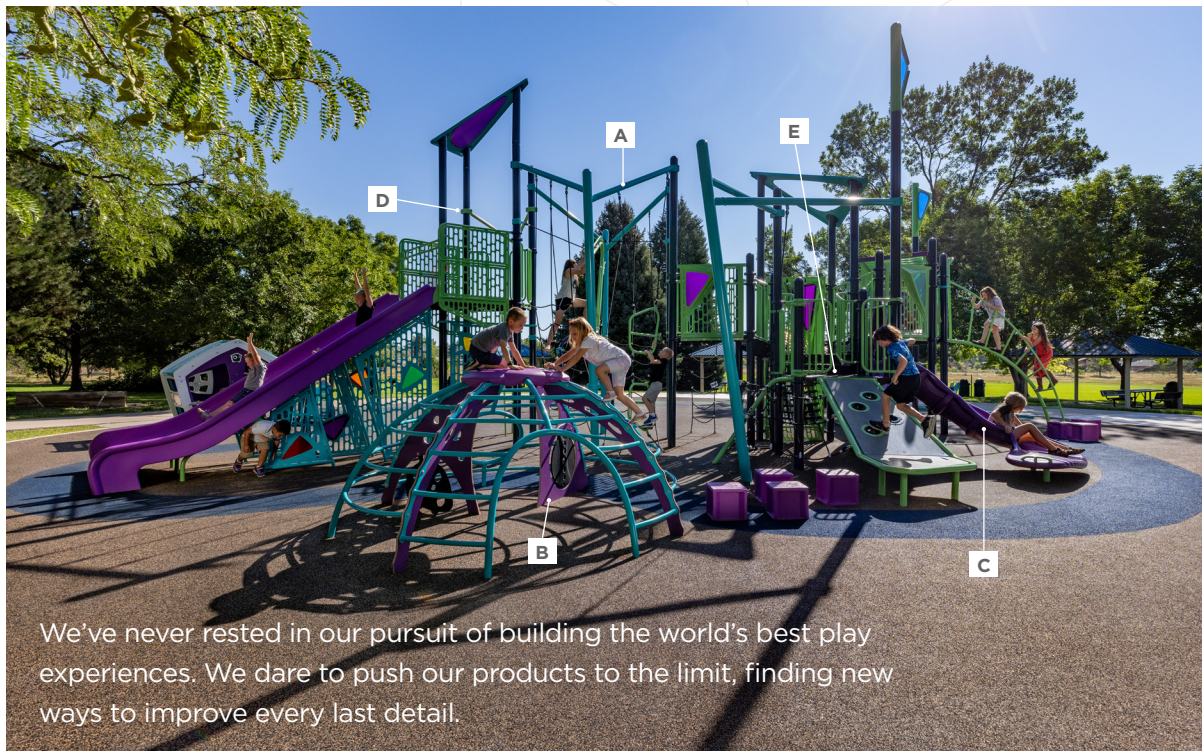
PLAYWORLD CRAFTSMANSHIP

Approaching premium materials with precision, our team members make certain that every last detail is ready for the adventures your play space has in store.

YOUR PLAYGROUND

Forge stronger bonds in your community with equipment that motivates authentic connections, creates a unique aesthetic, and can withstand even the most daring play.

FORGING THE FINEST



We've never rested in our pursuit of building the world's best play experiences. We dare to push our products to the limit, finding new ways to improve every last detail.

UNPARALLELED CRAFTSMANSHIP

We build each and every playground with the utmost care and skill, a commitment to superior quality that can be seen in everything we create.

A Super Durable Polyester Powder Coating:

- One of the longest lasting paint finishes in the industry
- Resists abrasion, corrosion, and mechanical damage
- Increased UV resistance against color fading and color change
- Colors stay bright for years

B Exceptional HDPE Plastic:

- Color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning.

C Superior Rotomolded Plastic:

- Higher bond strength with improved surface contact
- Superior color fastness and UV resistance
- 100% Virgin Thermally Compounded Resin
- Greater impact resistance over dry-blended plastic resin

For a detailed listing of all our premium materials, visit [Playworld.com/Craftsmanship](https://www.playworld.com/Craftsmanship)

PREMIUM MATERIALS

To deliver lasting benefits, our playgrounds are made of the most environmentally friendly, premium materials available.

D Easy-to-Install Clamps:

- Die cast aluminum clamps for precision fit and 360° compression.

E Decks, Platforms and Stairs:

- Strong and Durable (LC) construction
- Reinforced with extra support beams
- Clean, safe, and colorful PVC coating

Rust Defender:

- Complete system that helps to prevent the formation of rust
- Resistant to corrosion
- Prevents gloss and color fading
- Looks great for years to come

PLAY FOR ALL ABILITIES

8 KEYS TO INCLUSION

By using these 8 Keys in your playground design, you're creating a community asset that invites all people to play, learn, and have fun.

1. THE 'COOLEST THING'

Identify the piece of equipment that children will be the most excited about, and ensure it's usable for all.

2. SOCIAL PLAY

Provide play events that stimulate the imagination. Carefully select and place equipment to provide opportunities for solitary, parallel, associative, and cooperative play.

3. SENSORY PLAY

Incorporate activities that engage the auditory, tactile, proprioceptive, visual, and vestibular sensory systems.

4. LEVELS OF CHALLENGE

Choose physical play activities that provide graduated levels of challenge, ensuring all ages and abilities are actively engaged on the playground.

5. ZONES

Invite engagement between children of diverse abilities by locating similar types of equipment in the same area. Set the zones so that they're easily found via an orientation path, which guides people to different areas of play.

6. ROUTES AND MANEUVERABILITY

Routes through the play area should be wide enough for people in wheelchairs to pass one another, and to enter, turn, and exit without difficulty.

7. UNITARY SURFACING

Protective surfacing forms a unitary shock absorbing surface, which makes it easier for wheelchairs and strollers to enter and navigate the play space.

8. FENCING

Important to keep children safe so they don't run or wander out of the play space. A contained play area is especially helpful for those on the autism spectrum.



SAFETY & STANDARDS

CERTIFICATIONS

Playworld adheres to the following certifications to bring the safest, highest quality play equipment to your community.



European Norm

The European Norm (EN) covers general safety requirements and test methods. Look for "EN1176" in our Products section of the website to see Playworld's EN-compliant products.



CPSIA

Playworld is in full compliance with the material, testing, and reporting requirements of the Consumer Products Safety Improvement Act of 2008 (CPSIA). We are below the lead content in paint and substrate limits.



IPEMA

Playworld is a founding member of the International Play Equipment Manufacturers Association (IPEMA), a member-driven organization whose mission is to assist in providing safe environments for children to play. In the interest of playground safety, IPEMA provides a third-party certification service, whereby a designated independent laboratory (TUV America) validates a participant's certification of conformance to the following standards:

ASTM Standard F1487:

Standard Consumer Safety Performance Specification for Playground Equipment for Public Use

CAN/CSA Z614:

Guidelines on Children's Play Spaces and Equipment in Canada.

ASTM F1292:

Standard Specification for Impact Attenuation Under and Around Playground Equipment.



Singapore Standard

Playworld products are compliant with the Singapore Standard, a widely used standard throughout Asia primarily based on ASTM standards.



ROHS

Playworld products are compliant with the European Union's Restriction of Hazardous Substances (RoHS), which restricts the use of specific hazardous materials in electrical and electronic products. All Playworld's electronic products are RoHS compliant.

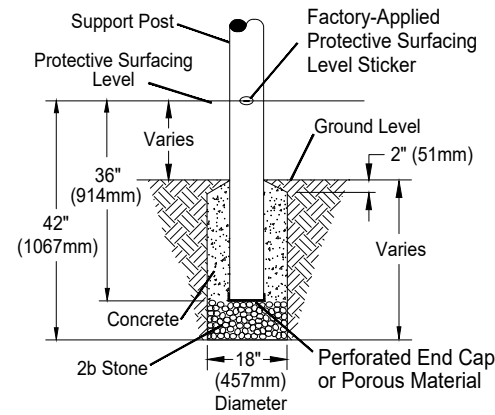


ISO Certification

Playworld is proud to be ISO certified by SGS, the world's leading inspection, verification, testing, and certification company. ISO (International Organization for Standardization) is an independent, international organization that develops and promotes market-relevant standards that support innovation, quality, safety, and efficiency. ISO 9001 sets criterion for a company's commitment to and performance in manufacturing and shipping high-quality products. ISO 14001 sets the standard for an organization's environmentally responsible manufacturing.

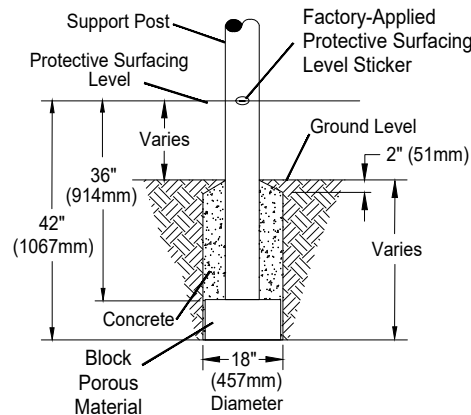
DETAIL 1

Support Post, Spiral Slide and Post Footing Detail



STONE OPTION

OR

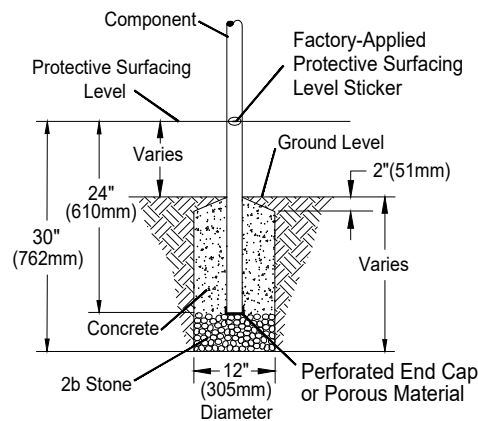


BLOCK OPTION

When utilizing Post Extensions adjust depth of footing/concrete accordingly.

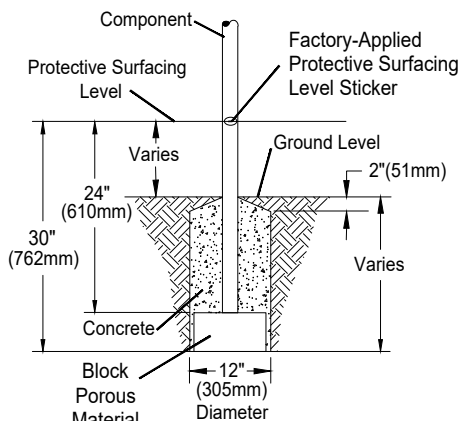
DETAIL 3

Component Footing Detail



STONE OPTION

OR



BLOCK OPTION

SITE NOTES:

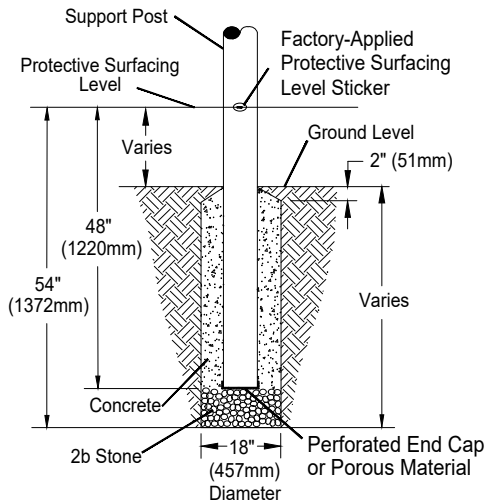
- 1) The site plan provided must be checked against the actual site area to ensure that placement of your structure meets required clearances.
- 2) The dimensions labeled are for location of footing holes, not exact placement of equipment. Assemble, plumb, and level equipment before pouring concrete.
- 3) There must be a minimum distance of 6' (1830mm) between any obstacle, sidewalk, etc., and your structure.
- 4) Slides must have a use zone that extends out from the lower exit section of the slide a distance that is at least 6' (1830mm) or equal to the vertical distance from the highest point of the sliding surface to the top of the protective surfacing, whichever is greater. The slide use zone should not extend greater than 8' (2438mm) from the end of the lower exit section.
- 5) The complete area, including the space under and around the equipment, must be covered with an impact attenuating material. See the 1997 publication, "Handbook for Public Playground Safety", published by the U.S. Consumer Product Safety Commission, for guidelines and recommendations on the type and depth of surfacing material. For a copy of the "Handbook for Public Playground Safety", write to: **U.S. Consumer Product Safety Commission**
Office of Information and Public Affairs
Washington, D.C. 20207

INSTALLATION NOTES:

- 1) Paved surfaces, such as asphalt and concrete, are not acceptable for use under your structure.
- 2) It is the consumer's responsibility to check with local utilities prior to excavating footings for any underground utility lines that may exist within the installation area.
- 3) It is the consumer's responsibility to check local soil conditions and drainage within the site area. Inquire with local contractors for appropriate recommendations.
- 4) If the structure is to be installed across uneven terrain, maintain the support post mark for protective surfacing level at the lowest grade. Adjust other footings accordingly.
- 5) The base of footings must be below frost lines.
- 6) Do not encase the bottom of support posts in concrete. Place all posts directly on packed stone.
- 7) Assemble the entire structure before pouring concrete unless specifically instructed to do so in the individual component installation instructions.
- 8) Read completely the installation instructions provided with your structure prior to beginning construction.

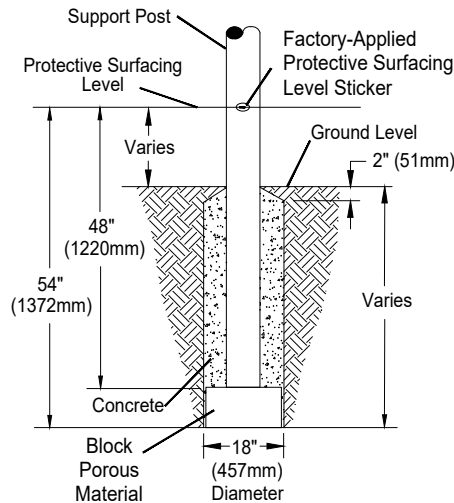
DETAIL 2

GroundZero, Cantilever and "T" Post Footing Detail



STONE OPTION

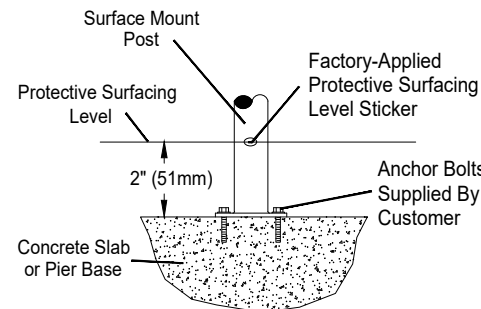
OR



BLOCK OPTION

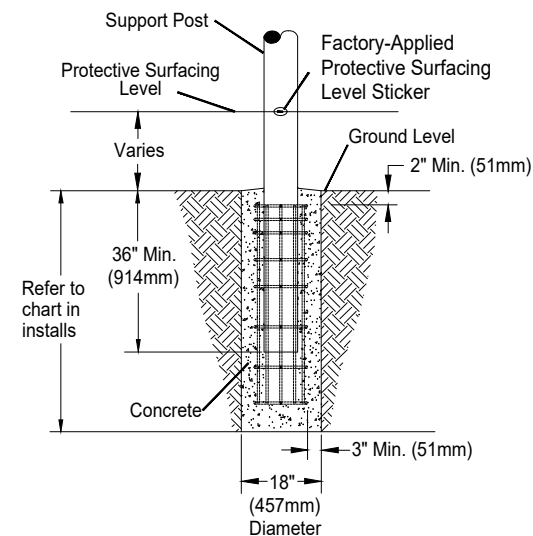
DETAIL 4

Surface Mount Detail



DETAIL 5

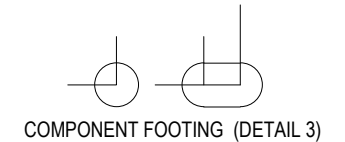
Shade Post Footing Detail



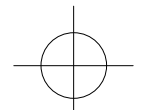
PLAYWORLD SYSTEMS, INC.

1000 Buffalo Road
Lewisburg, PA
17837-9795 USA

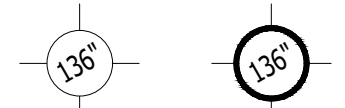
FOOTING LEGEND



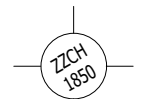
COMPONENT FOOTING (DETAIL 3)



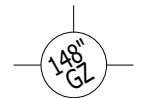
SPIRAL SLIDE CENTER POST FOOTING (DETAIL 1)



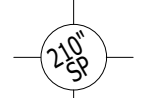
SUPPORT POST FOOTING (DETAIL 1 or 4)
(136" INDICATES POST LENGTH)
THICK BORDER INDICATES POST
EXTENSION LOCATION



CANTILEVER, "T" POST, AND COMPONENT
POST FOOTING (DETAIL 2)
(ZZCH1850 INDICATES PART NUMBER)



GROUND ZERO POST FOOTING (DETAIL 2)
(148" INDICATES POST LENGTH)



SHADE HAT POST FOOTING (DETAIL 5)
(210" INDICATES POST LENGTH)

FOOTING DETAIL

SCALE:

NOT TO SCALE

DRAWN BY:
PW CAD

Paper Size

DATE:
18-NOV-20

B

***PLAYGROUND SUPERVISION REQUIRED**

POST FOOTING DETAILS

PLAYMAKERS / CHALLENGERS

Limited Warranty

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

2. LIMITED TWENTY-FIVE (25) YEAR WARRANTY: Spring Mates® aluminum castings.

3. LIMITED FIFTEEN (15) YEAR WARRANTY: Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playwood recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

4. LIMITED TEN (10) YEAR WARRANTY: Fiberglass signage, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, non-stainless steel hardware, fabric shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

5. LIMITED FIVE (5) YEAR WARRANTY: Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™ (except as otherwise specified below), AeroGlider™, Border Timbers™, wood and polycarbonate panels, PE coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, accessible swing seats latch and hinge mechanism, and motion/moving play components and parts.

6. LIMITED THREE (3) YEAR WARRANTY: Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, flex treads, and circuit boards.

7. LIMITED ONE (1) YEAR WARRANTY: NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)

8. LIMITED SIX (6) MONTHS WARRANTY: PlaySoleil solar powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming parts

or to install repaired or replacement parts. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT. OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Playworld Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.

SPIN STATION

With U-DRIVE Technology!



FEATURES + BENEFITS

SPIN YOURSELF

Experience true independence on the playground with U-DRIVE Technology! The Spin Station is **user-powered** and responds to the driver's wheel being rotated.

MULTIGENERATIONAL

Brings together adults and children to experience play together.

INCLUSIVE

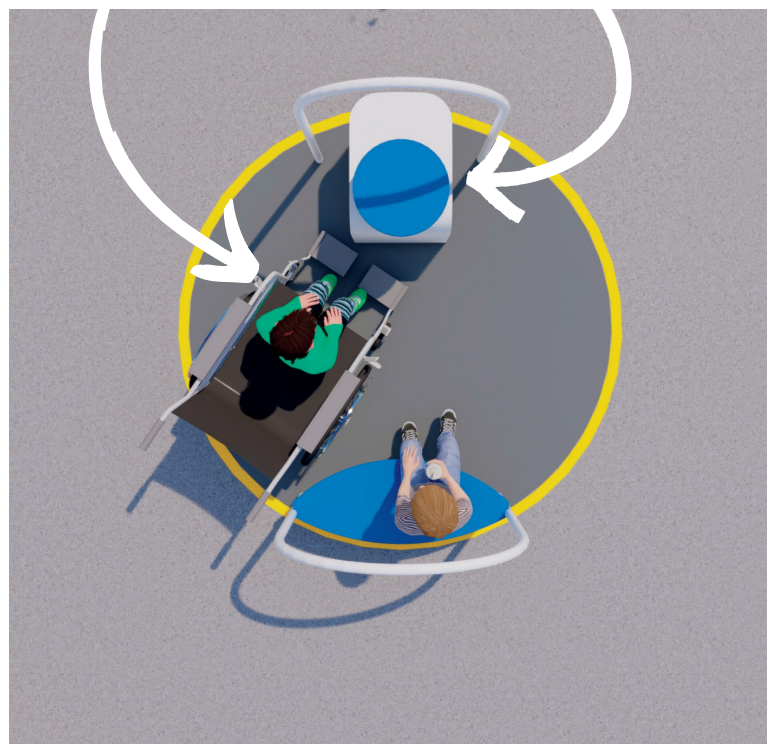
Allows for users with mobility devices to play without ever transferring out of their device.

AGES 2-12

Spinning fun for all ages with seating for caretakers, parents, or friends.

7'2" DIAMETER
PLATFORM

SELF-PROPELLING -
SPIN THE WHEEL!



playground
Specialists Inc.

Price excludes freight

Warranty Statement

At Independence Design Group, LLC we stand behind our workmanship and equipment and produce all of our products with the best materials available. The following parts are warranted under normal use and service from the date invoiced:

- Lifetime warranty on all fasteners
- 20 Years on all stainless steel posts and components
- 5 Years on all sheet plastic
- 1 Year on all moving parts

Any claim on the above must be made within the warranty period and reported in writing upon discovery of the defective part. The warranties stated above are only valid if the equipment has been installed per factory instructions and properly maintained and inspected. Upon verification of warranty coverage, Independence Design Group will ship the replacement part to the owners' address, free of charge. If a claim is found to be invalid or made after the expiration of the warranty period, then the owner is responsible for parts, shipping, and any other applicable charges.

All warranties specifically exclude "cosmetic" defects such as dents and scratches, damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, damages from environmental factors or extreme weather, unauthorized repair or modifications, and lack of maintenance or other causes not within the manufacturer's control.

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

Independence Design Group reserves the right to accept or reject any claim in whole or in part.

INDEPENDENCE
DESIGN GROUP

Contact: Ashley@independencedg.com



A fun themed climber with varying degrees of climbing difficulties. Constructed of durable Glass Fiber Reinforced Concrete (GFRC). The unique design allows for 360 degrees of climbing, integrated handholds, realistic texture. Choose a variety of nets from our Net Link & Climbers (8000207 thru 8000211) to attach to the Crest Rock Climber w/net tabs.



Crest Rock Climber
1000271
L: 6' 8"
W: 3' 8"
H: 4' 0"
2,100 LBS

User Group Age:
2-12



Crest Rock Climber
w/net tabs 1000292
L: 6' 8"
W: 3' 8"
H: 4' 0"
2,100 LBS

User Group Age:
5-12

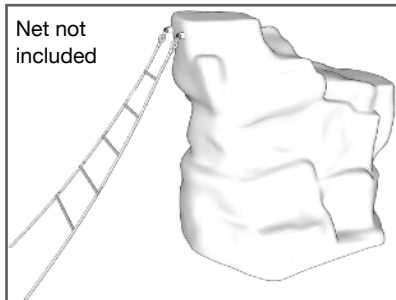


Ledge Rock Climber w/Net Tabs

Product: 1000295-A, 1000295-B, 1000295-AB



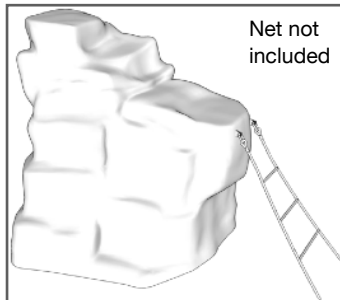
The Strato Rock's "little brother". Don't let the description fool you, it's crafted using the same Glass Fiber Reinforced Concrete (GFRC) construction and has the same great climbing features and durability as its big brother. Choose a variety of designs from our Net Link & Climbers (8000207 thru 8000211) to attach to the Ledge Rock Climber w/tabs.



Ledge Rock Climber
w/Net Tabs (6' Side)

1000295-A

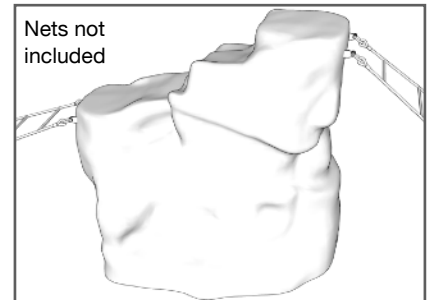
L: 6' 2" x W: 5' 6" x H: 6' 0"
3,500 LBS



Ledge Rock Climber
w/Net Tabs (4' Side)

1000295-B

L: 6' 2" x W: 5' 6" x H: 6' 0"
3,500 LBS



Ledge Rock Climber
w/Net Tabs (4' & 6' Sides)

1000295-AB

L: 6' 2" x W: 5' 6" x H: 6' 0"
3,500 LBS

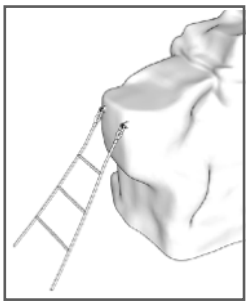
All images and concepts are Copyright © 2020, Cre8Play, LLC-All rights reserved. Cre8Play may change or modify this information as necessary and without notice.

~ All dimensions are approximate ~
~ Heights shown from top of surfacing ~
User Group Age: 5-12
Last Revised 12/1/2021

5121 Winnetka Ave N • Suite 108
New Hope, MN 55428
612.670.8195
info@cre8play.com
cre8play.com

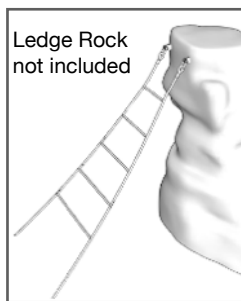


Hook your Cre8Play Ledge Rock & Crest Rock Climbers together with our Net Climber/Links! These free moving, reinforced ropes are great climbing additions. Choose any of the options below.



Angled Net Climber
8000207
4' Side
50 LBS

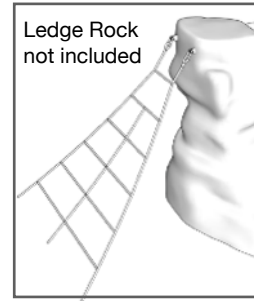
Shown with 1000295
Ledge Rock Climber
(not included)



Ledge Rock
not included

Angled Net Climber
8000208
6' Side
70 LBS

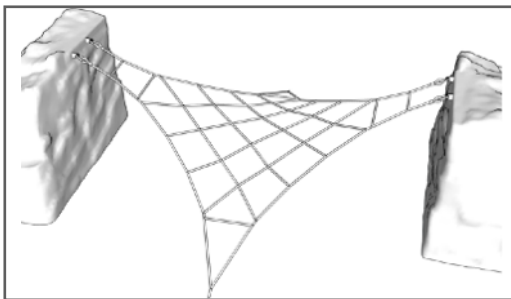
Shown with 1000295
Ledge Rock Climber
(not included)



Ledge Rock
not included

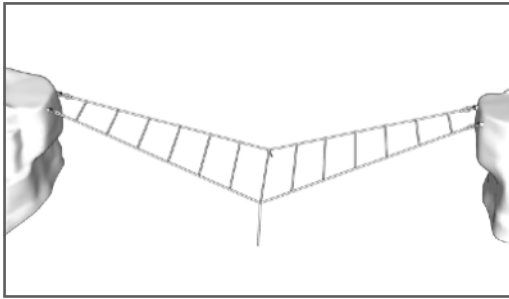
Double Angled Net Climber
8000209
6' Side
90 LBS

Shown with 1000295
Ledge Rock Climber
(not included)



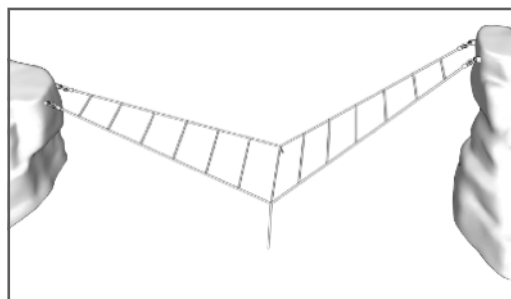
Four Points Net Climber Link
8000210
4' Side to 4' Side
120 LBS

Shown with 1000292
Crest Rock Climber
(not included)



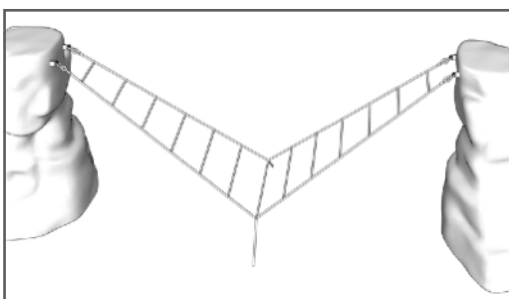
Double Ladder Net Climber Link
8000211
4' Side to 4' Side
100 LBS

Shown with 1000295
Ledge Rock Climber
(not included)



Double Ladder Net Climber Link
8000211
4' Side to 6' Side
100 LBS

Shown with 1000295
Ledge Rock Climber
(not included)



Double Ladder Net Climber Link
8000211
6' Side to 6' Side
100 LBS

Shown with 1000295
Ledge Rock Climber
(not included)



Cre8Play Warranty

Limited Warranty

Cre8Play, LLC warrants its products to the original customer to be free from structural failure, due to defect in materials or workmanship during normal use and installation in accordance with our published specifications.

The warranty shall commence on the date of the signed warranty form and terminate at the end of the period stated below.

The warranty is valid ONLY if the products and structures are; installed properly, conforms with the layout plan and installation instructions as provide by Cre8Play, using approved parts, maintained and inspected annually with written documentation and or in accordance with Cre8Play instructions; subjected to normal use for the purpose for which the products were designed; not subject to vandalism, misuse, neglect, accident or unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation; and not modified, altered, or repaired by persons other than approved Cre8Play installers or designees.

This warranty does not cover;

- Cosmetic damage or defects, such as surface scratches, dents, marring, fading, discoloration, corrosion, warping of recycled plastic lumber, and cracking or peeling
- Damage due to normal wear and tear
- Damage due to "Acts of God", such as, but not limited to; hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms
- Damage due to "Environmental Factors", such as wind-blown sand, salt water, salt spray, or airborne emissions from industrial sources
- Accidents, injuries or liabilities which result from the use of CRE8PLAY products and services
- Damage caused during shipment
- Damage which results from incorrect installation that does not conform to CRE8PLAY instructions and specifications
- Exposure to sand or pea gravel safety surfacing under and around the product
- Acts of terrorism

To make a valid claim under the terms of this Warranty, the Customer shall submit; a written statement of claim, (including description of defect), along with a copy of the original invoice, all maintenance records, all inspection records, and supporting photographs. Customer shall submit this claim within fifteen, (15), days of discovering the defect. Cre8Play shall correct such defect, either by repairing, replacing or making available a replacement part, at Cre8Play's option. Cre8Play shall deliver parts provided, under the terms of its Limited Warranty, to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts provided under the terms of this Limited Warranty shall be guaranteed for the balance of the original part's applicable warranty period but not thereafter. Warranty claims shall be submitted to; Cre8Play, 5121 Winnetka Ave., North. Suite 108. New Hope, MN. 55428.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES MADE IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF CRE8PLAY, LLC. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF ANY CRE8PLAY REPRESENTATIVE MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE LIMITED WARRANTY.

Order Number:
Project Name:
Issue Date:

January 1, 2019

1 of 3



Cre8Play Warranty

Limited Warranty Time Periods

Cre8Play warrants that all standard products are warranted to be free from manufacturing defects, in workmanship and materials, under normal use and service for a period of one, (1), year from the date of warranty issuance.

In addition, the following products are warranted under normal use and service from the date of warranty issuance.

- Fifteen (15) year Limited Warranty on aluminum and steel posts, hardware (nuts, bolts, washers), against structural failure due to corrosion, deterioration or workmanship
- Ten (10) year Limited Warranty on Composite Decking under normal commercial use and service conditions, Moisture Shield products shall be free from material defects in workmanship and materials, and shall not check, split, splinter, rot or suffer structural damage from termites or fungal decay
- Five (5) year Limited Warranty on Glass Fiber Reinforced Concrete, (GFRC), material, against structural failure due to natural deterioration or manufacturing defects. *NOTE: The warranty does not cover minor chips, hairline cracks or efflorescence, which can be normal and not a defect*
- Five (5) year Limited Warranty on polyethylene slides, enclosures and other plastic components against structural failure due to corrosion, deterioration or workmanship
- Three (3) year Limited Warranty on Flexible net climbers and ropes against natural deterioration or manufacturing defects
- Any project specific warranties are shown in the addendum to this Limited Warranty

Product Disclaimer. Designs, images, plans and concepts shown and/or developed during the design phase are intended to indicate general type and quality only. Products offered by Cre8Play, LLC are individually handcrafted and not factory manufactured. The Customer acknowledges that the final product may have subtle variations from the designs, images, plans and concepts and may differ slightly from one piece to another due to material characteristics and handcrafting. These minor variations may include slight color and pattern variations. Therefore, each piece has its own desired uniqueness. All images and concepts are Copyright © 2019, Cre8Play, LLC and all rights are reserved.

Authorized Cre8Play, LLC Representative

Printed Name - Title

Order Number:
Project Name:
Issue Date:

January 1, 2019

2 of 3

Rainbow Trio Ensemble



***Wall mount shown
also available in surface mount
and in ground

The space-saving wall mounted Rainbow Trio Ensemble is perfect for toddlers and younger children to discover music and express themselves with rhythm, melody, and tone.

Occupying less space than the full-size instruments this bright and inviting ensemble requires less budget too – making them appealing for smaller establishments such as nursery schools, pre-schools and kindergartens. Easy to securely fix to a wall, fence or post, you can even bring the outdoors in by installing the instruments indoors.

Exposing young children to musical instruments can help develop hand-eye co-ordination, improve listening skills, increase gross and fine motor skills while developing muscle tone in the hands and arms. Young children have a natural instinct to create their own melodies and explore their imaginations by hearing and making music first, then reading and writing it later, in the same way that they learn their own language.

The Rainbow Trio Bongos are percussive and both the Rainbow Trio Metallophone and Rainbow Chimes are tuned to the pentatonic scale to create a safe musical haven for exploring new sounds in the fresh air.

Product Highlights

Small & Compact - great for little hands!

Pentatonic Tuning - No Wrong Notes!

Increases gross and fine motor skills

Suitable for ADA Accessible Projects/Parks

Suitable for Inclusive Playgrounds

playground
Specialists Inc.

800-385-0075 | www.playspec.com

Percussion Play Outdoor Musical Instruments

Maintenance Instructions & Warranty Information



www.percussionplay.com

Percussion Play Limited. t. UK/ ROW +44(0)1730 235180 | USA/CAN +1 (886) 882-9170 |
e. info@percussionplay.com

Registered Office: Harwood House, 43 Harwood Road, London, SW6 4QP.
Registered in England No. 07639169

Percussion Play Outdoor Musical Instruments

Maintenance Instructions & Warranty Information

Thank you for choosing Percussion Play Outdoor Musical Instruments to enhance your outdoor area. Percussion Play products are not only built to last, they're also extremely easy to take care of. A little routine care and maintenance will guarantee the highest performance from them, keep them playing in tip-top condition and ensure they continue to create a special musical experience. The durability of Percussion Play products can only be guaranteed if you carry out regular inspections and maintenance. This is the best way to preserve your Percussion Play product.

Hardwood Notes

All our timber notes are made from Padauk. About as heavy, but stronger than oak, native to Central and West Africa, padauk is known for its bright orange-red heartwood. The timber is strong, durable and extremely resistant to rot or termite attack with excellent weathering properties. Left to nature, the UV sunrays and traditional weathering, the Padauk's appearance will change from vivid red toning down to dark purple-brown.

Padauk has excellent tonal qualities. It's used for drums in its native Africa due to its low acoustical dampening properties. It is most frequently used in high-end joinery and cabinetry, but is also used in boat-building, agricultural implements, decking and flooring.

This extremely stable timber has an attractive appearance together with high strength properties.

The only maintenance required is washing the timber using a brush and soapy water once or twice a year. This will remove algae and lichens where required.

Aluminium Notes

The aluminium notes of Percussion Play products have an extremely high resistance to corrosion due to an anodic coating that cannot be peeled off or flake away. It is highly durable and resistant to most atmospheric attacks.

Your aluminium notes or chimes can be kept clean with soapy water or a mild detergent solution followed by rinsing with clean cold water. After drying, a good household wax spray polish may be used. Grease and dirt deposits may be removed by using solvents such as white spirit in conjunction with a soft cloth or soft bristle brush. On no account should harsh abrasives be used for cleaning. As the notes are permanently exposed to some atmospheric weathering, they should be regularly cleaned, and we recommend not less than four times a year.

(GRP) Fibreglass Notes

GRP stands for 'Glass fibre Reinforced Plastics', also referred to as 'Fibreglass'. Once cured, GRP will remain in its original condition (with exception of some colour deterioration) with only chemical or mechanical damage resulting in any change of this condition. A popular choice where exposure to harsh environments is likely it's UV resistant has excellent resistance to extreme temperatures, salt air, and a variety of chemicals. Because GRP is chemically inert and corrosion-resistant coupled with being low maintenance it serves as an excellent component in Outdoor Musical Instruments. To keep the notes of your instrument looking their best simply wipe clean with a mild detergent and rinse with clean cold water.

Percussion Play Outdoor Musical Instruments

Maintenance Instructions & Warranty Information

Plastic Products

Made with UV stable plastic these products are extremely low maintenance. To keep them looking their best, simply wipe clean with a mild detergent and rinse with clean cold water. If the product has been painted then touch up paints are available from Percussion Play Ltd (or your chosen distributor) should you wish to cover any blemishes which may be caused over the years, either by misuse or accidental damage.

Stainless Steel Products

Many Percussion Play products are made of Stainless Steel. Stainless steel is anti-allergenic and has enhanced corrosion resistance making it suitable for aggressive atmospheric environments. All our products made from stainless steel are extremely low maintenance but must be kept clean for a long material life.

To keep your product looking its best, simply wipe clean with a mild detergent and rinse with clean cold water. All cleaning solutions including acid based (except hydrochloric acid) are suitable, as long as thoroughly rinsed with clean water afterwards. Stainless steel polish can be used should you wish to cover any blemishes which may be caused over the years, either by misuse or accidental damage. Stainless steel is very low maintenance but in external areas it is recommended to be checked for blemishes or surface scratches – see maintenance schedule.

Timber Products

All timber frames are made from pressure treated European redwood and are guaranteed against rot and fungal decay for 10 years. As timber is a natural product it will continue to adapt to atmospheric conditions i.e. in warm dry weather the timber shrinks and in wet weather the reverse applies. This movement will cause some cracking and splitting in the timber, however these are always allowed for when calculating the required strength of each component within the structure.

You do not need to renew the wood protection provided by the treatment process. The effects of weather and direct sunlight become visible by way of an outside deterioration of the cell structure, constituents such as tannic acids are extracted, and the result is a greying of the material. However, this affects the outside only and represents no reduction of quality, stability or wood protection.

If your timber frame has become dirty or attracted some surface algae, then we recommend cleaning it with a soap-based biodegradable outdoor cleaner available at DIY stores or Garden Centres. Simply mix the solution to the recommended dilution, saturate the affected areas using a watering can fitted with a rose or compression sprayer and leave. The product is best applied during a dry spell. The degree of timber maintenance required depends on the location, amount of sun received and general wear and tear.

Percussion Play Outdoor Musical Instruments

Maintenance Instructions & Warranty Information

Maintenance for Instruments with timber stands/posts installed below ground level

The supporting posts are essential to the stability and safety of the equipment and therefore require your particular attention. You must regularly free the posts of moss or other objects that may allow humidity to penetrate the wood. The posts must be checked for their stability both during the Monthly & Annual Inspections.

The post must be replaced immediately if it shows excessive weathering or the first signs of a fungal attack, damage by animals or strimmers, or in case of any other signs indicating a possible instability. Below is a test procedure that allows you to inspect the timber installed:

Remove surfacing surrounding the post to check the state of the post at foundation level.

Use a blunt tool such as a hammer and knock on the wood. The sound must be uniform throughout the entire post (unless the wooden part has holes or wet parts)

Try to penetrate the surface of the wood with a pointed object such as a screwdriver. The surface should show resistance.

If the timber component does not pass all of the above tests, it must be replaced.

Maintenance for Instruments with metal stands/posts installed below ground level

Metal posts for Percussion Play instruments are made from either aluminium or stainless steel. These should be checked every month to see whether particular conditions (e.g. salt water, electrolytic corrosion) have caused pitting or a weakening of the installed post at ground level. Below is a test procedure that allows you to inspect the posts installed:

Remove surfacing surrounding the post at foundation level to check for anomalies or damage from vandalism. If posts weaken or are subject to vandalism, the instable post has to be repaired by an expert, or be replaced. Percussion Play Ltd can replace items under warranty terms, if outside of the terms certain charges will apply.

Alterations to Percussion Play Equipment

Alterations to the instruments, frames or structures that could affect the essential safety or sound of the equipment should only be carried out after consultation with Percussion Play Limited; any other alterations may affect the warranty of your product.

Percussion Play Outdoor Musical Instruments

Maintenance Instructions & Warranty Information

Repairs & Replacement Parts

Percussion Play Instruments are designed for permanent outdoor installation and use extremely hardwearing materials especially designed to give maximum protection.

Spare parts and additional beaters/paddles are available from Percussion Play Ltd or your chosen distributor.

All repair and warranty questions should be directed to the distributor from whom the instrument was purchased. If needed, they will contact Percussion Play about the repair. However, should you experience any difficulties then please contact us directly and we will be pleased to assist you in any way that we can.

Warranty

Percussion Play warranty our materials and workmanship against defects from the day of consignment, subject to installation being carried out by competent persons in accordance with the manufacturer's installation instructions.

We reserve the right to refuse any claim if you cannot provide evidence of the execution of regular inspection and maintenance works.

Products and/or components may be repaired or exchanged on an Ex Works basis and may be subject to the defective parts being returned to Percussion Play or its authorised Agent.

This guarantee does not affect your statutory rights.

Limited Twenty Five (25) Year Warranty - Percussion Play offers an unrivalled Limited 25 Year Warranty on metalwork used in the supporting structure of stands and frames against structural failure caused by deterioration due to exposure to weather or by defective materials or defective workmanship.

Limited Ten (10) Year Warranty – on timber, composite, aluminium and stainless steel components (includes notes and fixings) against structural failure caused by deterioration due to exposure to weather or by defective materials or defective workmanship.

Limited Two (2) Year Warranty – on mallets and components used in the initiation of percussive sound on our instruments and associated fastening hardware, on fastening hardware associated with notes.

These Limited Warranties do not include fading of colours, damage due to excessive wear and tear, vandalism, or negligence.

Percussion Play Outdoor Musical Instruments

Maintenance Instructions & Warranty Information

EN1176 Requirements (Applies to Children's Playground Equipment)

All children's playground equipment is subject to regular inspections and maintenance works.

The maintenance of your Percussion Play Ltd products according to these instructions is prerequisite to the Percussion Play Ltd warranty and adheres to the definitions given in EN1176. Full copies of the European Playground Standards can be purchased from the British Standards Institute website.

Excerpt from EN 1176-7:

Section 7 - Inspection schedule

7.1. To avoid accidents, the operator has to make sure that an adequate inspection schedule is developed and adhered to for each playground. In such a schedule, all local conditions and manufacturer's indications that may have an influence on the necessary maintenance frequency, have to be taken into consideration.

The inspection schedule should list all parts, which have to be checked during the different inspections, and the inspection procedures.

7.2. If severe and safety-endangering defects are discovered during an inspection, they should be eliminated immediately. If they cannot be repaired or replaced at once, the respective equipment has to be excluded from use, e.g. by dismantling or closing it down. If an equipment component has to be removed, e.g. for maintenance works, all anchoring or foundations that remain in the ground have to be removed also or be made inaccessible by means of covers. The construction site should then be secured.

As stated in the standards, we recommend a weekly 'Routine Visual Inspection' of your playground. In cases of heavily used or high-risk (e.g. vandalism) playgrounds or if the age of the equipment requires more frequent checks, you may want to increase the frequency of these inspections to daily. An 'Operational Inspection' should be carried out every month and after 12 months at the latest you are required to carry out an 'Annual Inspection' (for best effect this should be completed after the winter months).

Records should be kept alongside these instructions of all actions taken as part of safety management. On the last pages of these maintenance instructions you are offered a Maintenance Record Sheet for the entry of your maintenance report results.

Daily/Weekly Visual Routine Inspection

The routine maintenance of your Percussion Play Ltd instruments consists of preventative measures to maintain their level of safety and performance. On a 'Daily/Weekly Visual Routine Inspection' you should be checking for visible damage and loose parts;

Are there any exposed foundations?

Can you see sharp edges, broken, frayed or missing parts?

Are components overly worn and torn

Percussion Play Outdoor Musical Instruments

Maintenance Instructions & Warranty Information

We strongly recommend the daily inspection of heavily used or high-vandal-risk playgrounds or those that have already been in service for a certain period of time. All damages and defects have to be eliminated immediately in order to guarantee the safety and functional reliability of your Percussion Play Ltd products.

Record your findings and any action taken in the Maintenance Record Sheet on the last page of this document.

Monthly Operational Inspection

As for the "Weekly Visual Routine Inspection", the following checks have to be carried out during the Monthly Operational Inspection:

Are there any exposed foundations?
Can you see sharp edges, broken or missing parts?
Are components overly worn and torn?

The Monthly Operational Inspection requires the following supplementary checks:

Are all wooden components acceptable? (E.g. no splinters or other damages)
Are all metal parts well connected and not worn down?
Are all screwed connections and bolted joints tight? If not, please tighten them.
Are all plastic and/or rubber components satisfactory?

All damages and defects have to be eliminated immediately in order to guarantee the safety and functional reliability of your Percussion Play Ltd products.

Record your findings and any action taken in the Maintenance Record Sheet on the last page of this document

Annual Inspection

You should carry out the 'Annual Inspection' after the winter or at least after 12 months. In addition to those of the 'Daily Visual Routine Inspection' and the 'Monthly Operational Inspection', the following checks are required:

Are all foundations stable and the equipment well anchored?
Replace joints that show severe corrosions or heavy wear and tear.
Wooden components: All wooden components exposed to weather conditions have to be checked.

All damages and defects have to be eliminated immediately in order to guarantee the safety and functional reliability of your Percussion Play Ltd products.

Record your findings and action taken in the Maintenance Record Sheet on the last page of this document. We recommend you copy the Maintenance Record Sheet or create your own for ongoing Maintenance reporting.

Percussion Play Outdoor Musical Instruments
Maintenance Instructions & Warranty Information

Date of Inspection	Inspection (Daily/ Weekly/ Monthly /Annual)	Name of Inspector	Name of Instrument Inspected	Details of Defect Found	Action Taken	Date Defect Resolved



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Rainbow Rubber

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look and great warranty



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- seamless poured-in-place rubber surfacing
- one thickness pour
- natural color and appearance
- 7 year warranty (with proper maintenance)

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Recreation Design & Installation, Site Amenities and Safety Surfacing

PlaySpec Rainbow Bonded Rubber Poured-In-Place Specification

Part 1: General

1.1 Summary

Site materials and methods, drainage, playground equipment, fencing, substrate preparation and similar work is provided by others and is described in other sections. Consult manufacturer for specific substrate preparation requirements.

1.2 References

A. American Society for Testing and Materials (ASTM):

1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

1.3 System Description

A. Performance Requirements: Provide a single layer rubber-urethane playground surfacing system which has been designed, manufactured, and installed to meet the following criteria:

1. Shock Attenuation (ASTM F1292):
 - a. Gmax: Less than 200.
 - b. Head Injury Criteria: Less than 1000.
2. Flammability (ASTM D2859): Pass.
3. Tensile Strength (ASTM D412): 60 psi (413 kPa).
4. Tear Resistance (ASTM D624): 140%.
5. Water Permeability: 0.4 gal/yd²/second.
6. Accessibility: Comply with requirements of ASTM F1951.

1.4 Quality Assurance

A. Qualifications: Playground Specialists installers are approved and trained to install the surfacing system, having experience with other projects of the scope and scale of the work described in this section.



Recreation Design & Installation, Site Amenities and Safety Surfacing

1.5 Delivery, Storage & Handling

A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

B. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

1.6 Project/Site Conditions

A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C).

Do not install in steady or heavy rain, standing water, muddy conditions or in any adverse conditions where the polyurethane would be affected.

1.7 Warranty

A. Project Warranty: 7 Year Warranty Period if maintained properly

B. Manufacturer's Warranty: 7 Year Warranty Period if maintained properly

C. Proper drainage is critical to the longevity of the PlaySpec Rainbow Bonded Rubber Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

Part 2: Products

2.1 PlaySpec Rainbow Poured-In-Place Playground Surfacing System

A. Manufacturer: Playground Specialists, Inc

29 Apples Church Rd

Thurmont, MD 21788

Telephone: (800)-385-0075

Fax: (301)271-9239

www.playspec.com

B. Proprietary Products/Systems. PlaySpec Rainbow Bonded Rubber Poured-In-Place playground surfacing system, including the following:

1. PlaySpec Rainbow Bonded Rubber Poured-In-Place:

i. Material: Polyurethane.

ii. Material: Blend 100% recycled SBR (styrene butadiene rubber) and urethane.

a. Thickness: [2 "] [3 1/2 "].

b. Color: Standard Combination - Terra Cotta Red / Beige / Hunter Green / Yellow

c. Dry Static Coefficient of Friction (ASTM D2047): 1.0.

d. Wet Static Coefficient of Friction (ASTM D2047): 0.9.

e. Dry Skid Resistance (ASTM E303): 89.

f. Wet Skid Resistance (ASTM E303): 57.



Recreation Design & Installation, Site Amenities and Safety Surfacing

2.2 Mixes

A. Required mix proportions by weight:

1. Rubber Mulch: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).

Part 3: Execution

3.1 Manufacturer's Instructions

A. Comply with the instructions and recommendations of the playground surfacing manufacturer.

3.2 Examination

A. Substrate preparation must be in accordance with surfacing manufacturer's specification. New asphalt must be fully cured - up to 30 days. New concrete must be fully cured - up to 7 days.

B. Proper drainage is critical to the longevity of the PlaySpec Rainbow Bonded Rubber Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

3.3 Preparation

A. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).

3.4 Installation

A. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.

B. Rubber Mulch Installation:

C. Using screeds and hand trowels, install the rubber mulch at a consistent density of 29 pounds, 1 ounce per cubic foot (466 kg/m³) to the specified thickness.

D. Allow surfacing to cure for sufficient time so that indentations are not left in the rubber mulch from applicator foot traffic or equipment.

E. Do not allow foot traffic or use of the rubber mulch surface until it is sufficiently cured.

F. Primer Application: Using a brush or short nap roller, apply primer to the surfacing perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).

G. Allow surface to cure for a minimum of 48 hours.

H. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.



Recreation Design & Installation, Site Amenities and Safety Surfacing

3.5 Protection

A. Protect the installed playground surface from damage resulting from subsequent construction activity on the site.



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locally produced and certified by
IPEMA per ASTM 1292 and F2075.
Requires refilling and raking to
maintain impact attenuation



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- engineered woodfiber for playgrounds
- lowest cost for certified surfacing
- simple installation
- meets current ADA and ASTM standards
(if maintained properly)

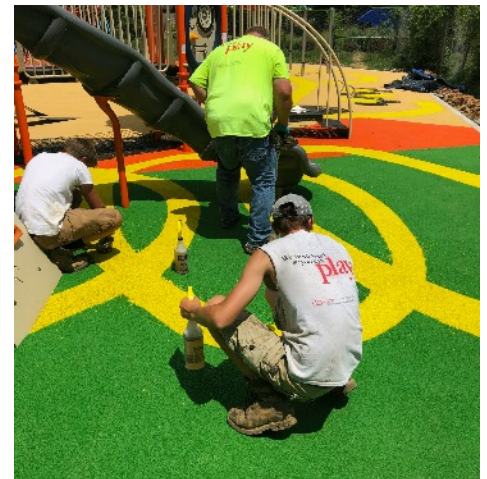
playSpec
surfacing

INSTALLATION

All of our services give you the best and most professional installation in the industry!

Expect the following to be included with your playground installation:

- Coordination and shipment
 - Forklift unloading of skids and heavy pipes
 - Indoor, dry and secure storage
 - Check the shipment for missing or damaged pieces
 - Pre-assembly of most equipment prior to construction
 - Pre- construction meetings
 - Properly recycle or dispose of all waste materials and construction debris
 - Lifetime warranty on installation
- Installation of over 5000 projects since 2008
 - Lifetime warranty on installation
 - 4 professional installation crews
 - Certified Playground Safety Inspectors on site
 - Qualified contractor with the International Playground Contractors Association (NPCAI)
 - Factory-trained for all our projects
 - Experts in everything from demolition, retaining walls, grading, drainage, equipment installation and rubber surfacing
 - Bonded and insured for Recreational Product installation





CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV044443

CLASSIFICATION:

GENERAL BUILDING
SPECIALTY

PLAYGROUND SPECIALISTS INC
DBA PLAYGROUND SPECIALISTS INC
11700 WHATES LN
THURMONT, MD 21788

DATE ISSUED

AUGUST 06, 2024

EXPIRATION DATE

AUGUST 06, 2025

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

State of West Virginia



Certificate

I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that

PLAYGROUND SPECIALISTS, INC.

a corporation formed under the laws of Maryland filed an application to be registered as a foreign corporation authorizing it to transact business in West Virginia. The application was found to conform to law and a "Certificate of Authority" was issued by the West Virginia Secretary of State on September 10, 2007.

I further certify that the corporation has not been revoked by the State of West Virginia nor has a Certificate of Withdrawal been issued to the corporation by the West Virginia Secretary of State.

Accordingly, I hereby issue this Certificate of Authorization

CERTIFICATE OF AUTHORIZATION

Validation ID:5WV1D_QSPPT



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
September 04, 2024*

Mac Warner

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2024

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).

PRODUCER Insurance Brokers of Maryland P.O. Box 1320 Emmitsburg MD 21727	CONTACT NAME: Jayme Koontz PHONE (A/C, No, Ext): (301) 447-2565 FAX (A/C, No): (301) 447-2567 E-MAIL ADDRESS: jayme.koontz@ibmfmd.com																					
INSURED Playground Specialists, Inc. 29 Apples Church Road Thurmont MD 21788	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Berkley Aspire</td><td>32603</td></tr><tr><td>INSURER B:</td><td>Penn National Mutual Cas. Ins.</td><td>14990</td></tr><tr><td>INSURER C:</td><td>Princeton Excess & Surplus Lines</td><td>10786</td></tr><tr><td>INSURER D:</td><td>Penn National Security Insurance Company</td><td>32441</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Berkley Aspire	32603	INSURER B:	Penn National Mutual Cas. Ins.	14990	INSURER C:	Princeton Excess & Surplus Lines	10786	INSURER D:	Penn National Security Insurance Company	32441	INSURER E:			INSURER F:		
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SAMPLE
REVISION NUMBER:**COVERAGES** **CERTIFICATE NUMBER:** 24/25 Master

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"/> COMMERCIAL GENERAL LIABILITY			CGL0211332	03/10/2024	03/10/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			AU92027818	03/10/2024	03/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			82A3FF0004481-00	03/10/2024	03/10/2025	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WP92027818 (MD, VA)	03/10/2024	03/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation/ Employers Liab			WC92027818 (DC, WV)	03/10/2024	03/10/2025	1,000,000 Ea Accident
							1,000,000 Disease- Ea Emp.
							1,000,000 Disease- Pol Limit

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

SAMPLE**CERTIFICATE HOLDER**

SAMPLE

SAMPLE**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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