



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

# Request for Quotation

RFQ NUMBER  
**DNR209073**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**FRANK WHITTAKER  
 304-558-2316**

VENDOR

\*709033753      800-438-2780  
**CUNNINGHAM ASSOCIATES INC**  
**PO BOX 240981**  
  
**CHARLOTTE NC 28224**

SHIP TO

**DIVISION OF NATURAL RESOURCES  
 TOMLINSON RUN STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 POST OFFICE BOX 97  
 NEW MANCHESTER, WV  
 26056      564-3651**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/30/2008				

ID OPENING DATE: **01/29/2009**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		650-38		
<p><b>PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED)</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR NEW PLAYGROUND EQUIPMENT FOR TOMLINSON RUN STATE PARK PER THE ATTACHED SPECIFICATION SPECIFICATIONS.</p> <p>OWNER WILL CONDUCT A SITE WALK THROUGH ON 01/20/09 AT 1:00 PM.</p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</b></p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;"><b>NOTICE</b></p>						

**RECEIVED**  
**2009 JAN 27 AM 10:33**  
**WV PURCHASING DIVISION**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-438-2780	DATE 1/26/09
TITLE Project Manager	FEIN 540883979	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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**304-558-2316**

\*709033753 800-438-2780  
**CUNNINGHAM ASSOCIATES INC**  
**PO BOX 240981**

**CHARLOTTE NC 28224**

**DIVISION OF NATURAL RESOURCES**  
**TOMLINSON RUN STATE PARK**  
**ATTN: PARK SUPERINTENDENT**  
**POST OFFICE BOX 97**  
**NEW MANCHESTER, WV**  
**26056 564-3651**

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>12/30/2008</b>				

BID OPENING DATE: **01/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION</b>  <b>PURCHASING DIVISION</b>  <b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: 44</b></p> <p><b>RFQ. NO.: DNR209073</b></p> <p><b>BID OPENING DATE: 01/29/09</b></p> <p><b>BID OPENING TIME: 1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p> <p>-----  <b>704-525-7356</b>          -----</p> <p><b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b></p> <p>-----  <b>John Cunningham</b>          -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **800-438-2780** DATE **1/26/09**

TITLE **Project Manager** FEIN **540883979** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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DATE PRINTED <b>12/30/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **01/29/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNR209073 ***** TOTAL:						<u>\$33,585.11</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>982</i>	TELEPHONE <b>800-438-2780</b>	DATE <b>1/26/09</b>
TITLE <i>Project Manager</i>	FEIN <b>540883979</b>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA  
**PURCHASING CONTINUATION SHEET**

Buyer:	Page	Req. or PO No. <b>4</b>
		DNR209073
Spending Unit: Tomlinson Run State Park		

Vendor:

Item No.	Quantity	Description	Unit Price	Amount
		<u>PLAYGROUND EQUIPMENT SPECIFICATIONS</u>		
		To supply playground equipment to offer play activities for children age 5 to 12. at Tomlinson Run State Park, New Manchester, West Virginia. There will be a total of three separate areas for which playground equipment is to be supplied: Group Camp Area playground, Shelter 2 area playground, and Shelter 3 area playground. Park personnel will install all playground equipment and engineered wood fiber. The award may be split if it is in the best interest of the West Virginia Division of Natural Resources.		
		<b><u>GROUP CAMP AREA PLAYGROUND</u></b>		
1	1	GameTime Primetime play unit, Model #RDU, or equal. Play unit to include the following components:  Uprights a minimum of 3 1/2" diameter OD galvanized metal. Four (4) decks One (1) 360 degree one piece spiral slide. Slide must be a minimum of 6' in height. One (1) double slide. Slide must be a minimum of 5' in height. One (1) curved slide. Slide must be a minimum of 3' in height. One (1) overhead climber. One (1) ADA transition step. Step must be a minimum of 1'. One (1) ADA transition step. Step must be a minimum of 2'. One (1) long bridge. Bridge must be a minimum of 8' in length. Two (2) angled climbers. Three (3) vertical climbers. Four (4) ground level ADA events. Color scheme must be green plastic, brown uprights, beige metal, and brown decks;		<u>see attached</u>
2	34	GameTime 8" high PlayCurb, Model #4850, or equal. PlayCurb must include galvanized stakes and color must be black.		<u>see attached</u>
3	1	GameTime 8" high accessible PlayCurb, Model #4854, or equal. Accessible PlayCurb must adapt to an 8" high PlayCurb and color must be black.		<u>see attached</u>
4	1 Roll	GameTime Geotextile 2,250 Sq Ft, Item #161290, or equal.		<u>see attached</u>
5	1,361 Sq. Ft.	Game Time Engineered Wood Fiber, Item #EWF, or equal @ 8" compacted depth. F.O.B. Destination. Freight or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award. Park personnel will install all playground equipment and engineered wood fiber.		<u>see attached</u>
		<b><u>SHELTER 2 PLAY AREA</u></b>		
6	1	GameTime PrimeTime swing, Model #12583, or equal. Swing must be a minimum of 8' in height. Uprights and top rail must be a minimum of 3 1/2" diameter galvanized steel; must accommodate a minimum of 2 swing packages; and color must be green.		<u>see attached</u>
7	1	GameTime PrimeTime Add-a-bay, Model #12584, or equal. Add-a-bay shall be a minimum of 8' in height; uprights and top rail must be a minimum of 3 1/2" diameter galvanized steel; must accommodate a minimum of 2 swing packages; and color must be green.		<u>see attached</u>
8	2	GameTime enclosed tot swing package, Model #1470, or equal. Seat packages must be with standard S-Hook enclosures; must include all galvanized chain and hardware for minimum of 8' high swing and a 3 1/2" diameter top rail; and color must be black.		<u>see attached</u>

STATE OF WEST VIRGINIA  
~~PURCHASING CONTINUATION SHEET~~

Buyer:	Page	Req. or PO No. <b>5</b>
		<b>DNR 209073</b>
Spending Unit: Tomlinson Run State Park		

Vendor:

Item No.	Quantity	Description	Unit Price	Amount
9	2	GameTime belt seat packages, Model #1483, or equal. Seat packages must be with standard S-Hook enclosures; must include all galvanized chain and hardware for a minimum of 8' high swing and 3 1/2" diameter top rail; and color must be black.		<i>See attached</i>
10	1 Roll	GameTime Geotextile 2,250 Sq Ft, Item #161290, or equal.		↓
11	41	GameTime 8" high PlayCurb, Model #4850, or equal. PlayCurb must include galvanized stakes and color must be black.		
12	1	GameTime 8" high accessible PlayCurb, Model #4854, or equal. PlayCurb must adapt to a 8" high PlayCurb and color must be black.		
13	1	Game Time 6' freestanding wave zip slide, Model #18395, or equal. Slide must include a minimum of 3 1/2" diameter galvanized brown uprights; slide color must be green; color of metal rails must be beige; and stairs and deck color must be brown .		
14	1,900 Sq. Ft.	Game Time Engineered Wood Fiber , Item #EWF, or equal @ 8" compacted depth . F.O.B. Destination. Freight or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award. Park Personnel will install all playground equipment and engineered wood fiber.		
<b>Shelter 3 Play Area</b>				
15	1	GameTime 8" high accessible PlayCurb , Model #4854, or equal. Accessible PlayCurb must adapt to 8" high PlayCurb and color must be black.		
16	1	Game Time 6' freestanding wave zip slide, Model #18395, or equal. Slide must include a minimum of 3 1/2" diameter galvanized brown uprights; slide color must be green; color of metal rails must be beige; and stairs and deck color must be brown .		
17	1	PrimeTime swing, Model #12583, or equal. Swing must be a minimum of 8' in height; uprights and top rail must be a minimum of 3 1/2" diameter galvanized steel; must accommodate a minimum of 2 swing packages; and color must be green..		
18	1	PrimeTime add-a-bay, Model #12584, or equal. Add-a-bay must be a minimum of 8' in height; uprights and top rail must be a minimum of 3 1/2" diameter galvanized steel; must accommodate a minimum of 2 swing packages, and color must be green..		
19	2	GameTime enclosed tot swing packages, Model #1470, or equal. Seat packages must be with standard S-Hook enclosures; must include all galvanized chain and hardware for minimum of 8' high swing and approximately a 3 1/2" diameter top rail, and color must be black.		
20	2	GameTime belt seat packages, Model #1483, or equal. Seat packages must be with standard S-Hook enclosures; must include all galvanized chain and hardware for a minimum of 8' high swing and 3 1/2" diameter top rail; and color must be black.		
21	41	GameTime 8" PlayCurb, Model #4850, or equal. PlayCurb must include galvanized stakes and the color must be black.		
22	1 Roll	Game Time Geotextile , 2,250 Sq. Ft, Item #161290, or equal.		
23	1,900 Sq. Ft.	Game Time Engineered Wood Fiber , Item #EWF, or equal @ 8" compacted depth . F.O.B. Destination. Freight or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award. Park personnel will install all playground equipment and engineered wood fiber.		
<b>Total</b>				

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**TOMLINSON RUN STATE PARK PLAYGROUND SPECIFICATIONS - CONTD.**

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All playground equipment and engineered wood fiber must meet the following requirements:

- Compliance with U.S. Consumer Product Safety Commission, Handbook for Public Playground Safety.
- Compliance with ASTM Standard F 1487.
- Compliance with Architectural and Transportation Barriers Compliance Board, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Play Areas.

Vendors must submit the following attachments:

- Complete manufacturer's parts specifications and warranties.
- Layout drawing to scale of the proposed play structure or equipment.
- ASTM and CPSC Statement of Compliance

Warranties:

- All equipment and engineered wood fiber must be guaranteed to be free of defects in workmanship and material for a minimum of one year from date of acceptance. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

The award may be split if it is in the best interest of the West Virginia Division of Natural Resources.

Vendors must have a familiarity with the proposed areas for which the playground equipment is to be purchase and installed. Owner will conduct site walk through on 1/20/09 at 1:00 pm for interested parties.

## STATE OF WEST VIRGINIA

Purchasing Division

**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: GameTime c/o Cunningham Associates

Authorized Signature:  Date: 1/26/09



**AGREEMENT ADDENDUM**

WV-96  
Rev. 10/07

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

**VENDOR**

Company Name: GameTime c/o Cunningham Assoc.

Signed: [Signature]

Title: Project Manager

Date: 1/26/09



**CUNNINGHAM ASSOCIATES INC.**  
Park & Playground Products

**Tomlinson Run State Park Proposal (Revised II)**

Quote Number: 59659

Quote Date: 1/26/2009

West Virginia State Parks  
Attn: Sam Morris  
84 Osage Road  
PO Box 97  
New Manchester, WV 26056-0097  
Phone: 304-564-3651

Stock ID	Description	Quantity
<b>GROUP CAMP AREA</b>		
RDU	PrimeTime Modular Unit (see attached drawings)	1
12024	-- 3 1/2" Uprt Ass'Y Alum 9'	3
12026	-- 3 1/2" Uprt Ass'Y Alum 11'	7
12027	-- 3 1/2" Uprt Ass'Y Alum 12'	2
12049	-- D Ring Pkg Primetime	1
12068	-- 3 1/2"Uprt Ass'Y Alum 13'	2
12077	-- 3 1/2" Uprt Ass'y Alum 15'	4
12637	-- 6'0" Dna Climber 45.5" Opening	1
12215	-- Crunch Bar Prime Time	1
12219	-- St Horiz Loop Ladder Atth	1
12615	-- 5'-0"/6'-0" Rung Access	1
12704	-- Therapeutic Ring Attach	1
12728	-- Single Seat P/T	1
12729	-- Turning Bar P/T	1
12854	-- 6'-0" Vertical Climb Wall	1
12913	-- Rock Wall Climb-45 1/2"Dk	1
18200	-- 36" Sq Punched Deck P/T 1.3125	2
18202	-- Rect Punched Deck P/T	2
18238	-- 6'-0" Funnel Bdg W/Barrier	1
18251	-- 3'-0" Transfer Point 36" W	1
18258	-- 1'-0" Step Link 36" Deck	1
18259	-- 2'-0" Step Link 36" Deck	1
18273	-- 3' & 5' Access Attachment	1
18318	-- 6'-0" F5 Spiral Slide	1
18361	-- 8'Cosmix Climber 36"Dk	1
18378	-- 5' Double Zip Slide	1
18387	-- 3' Curved Zip Slide, 36" Dk	1
18671	-- Shingle Roof	1
G12026	-- 3 1/2" Uprt Ass'Y Galv 11'	1
178749	-- Owner's Kit	1
4850	8" Playcurb Pkg-Black	34

Total Amount: Continued



**CUNNINGHAM  
ASSOCIATES INC.**  
Park & Playground Products

**Tomlinson Run State Park Proposal (Revised II)**

Quote Number: 59659

Quote Date: 1/26/2009

West Virginia State Parks  
Attn: Sam Morris  
84 Osage Road  
PO Box 97  
New Manchester, WV 26056-0097  
Phone: 304-564-3651

Stock ID	Description	Quantity
4854	Accessible Playcurb-Black	1
161290	Geo-Textile 2250 Sq Ft Roll	1
EWF	Engineered Wood Fiber @ 8" Compacted Depth	1361
SHELTER 2		
12583	Primetime Swing Frame, 3 1/2" Od	1
12584	Primetime Swing Add-A-Bay, 3 1/2" Od	1
8910	Belt Seat 3 1/2"Od(8910)	4
18395	6' Wave Zip Slide, F/S	1
4850	8" Playcurb Pkg-Black	41
4854	Accessible Playcurb-Black	1
161290	Geo-Textile 2250 Sq Ft Roll	1
EWF	Engineered Wood Fiber @ 8" Compacted Depth	1912
12583	Primetime Swing Frame, 3 1/2" Od	1
12584	Primetime Swing Add-A-Bay, 3 1/2" Od	1
SHELTER 3		
8910	Belt Seat 3 1/2"Od(8910)	4
18395	6' Wave Zip Slide, F/S	1
4854	Accessible Playcurb-Black	1
4850	8" Playcurb Pkg-Black	41
161290	Geo-Textile 2250 Sq Ft Roll	1
EWF	Engineered Wood Fiber @ 8" Compacted Depth	1912

Total Amount: Continued



**CUNNINGHAM**  
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West Virginia State Parks  
Attn: Sam Morris  
84 Osage Road  
PO Box 97  
New Manchester, WV 26056-0097  
Phone: 304-564-3651

Site must be level and free of obstructions. Materials Only Quotation.  
Contract: USC

SubTotal: \$21,547.33  
**Total Amount: \$33,585.11**

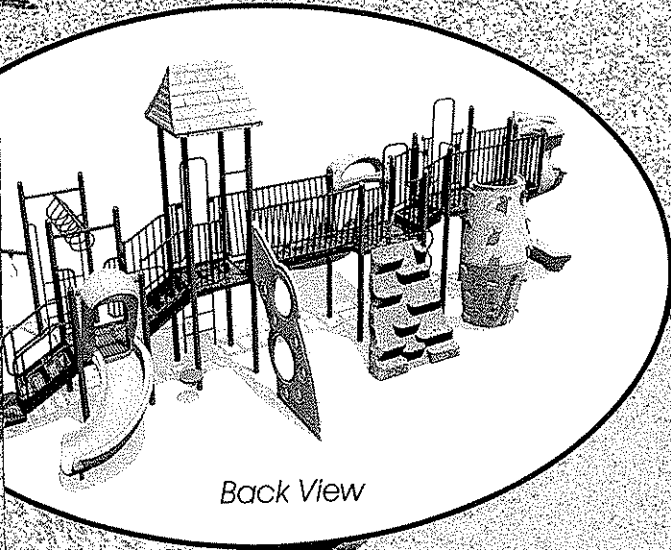
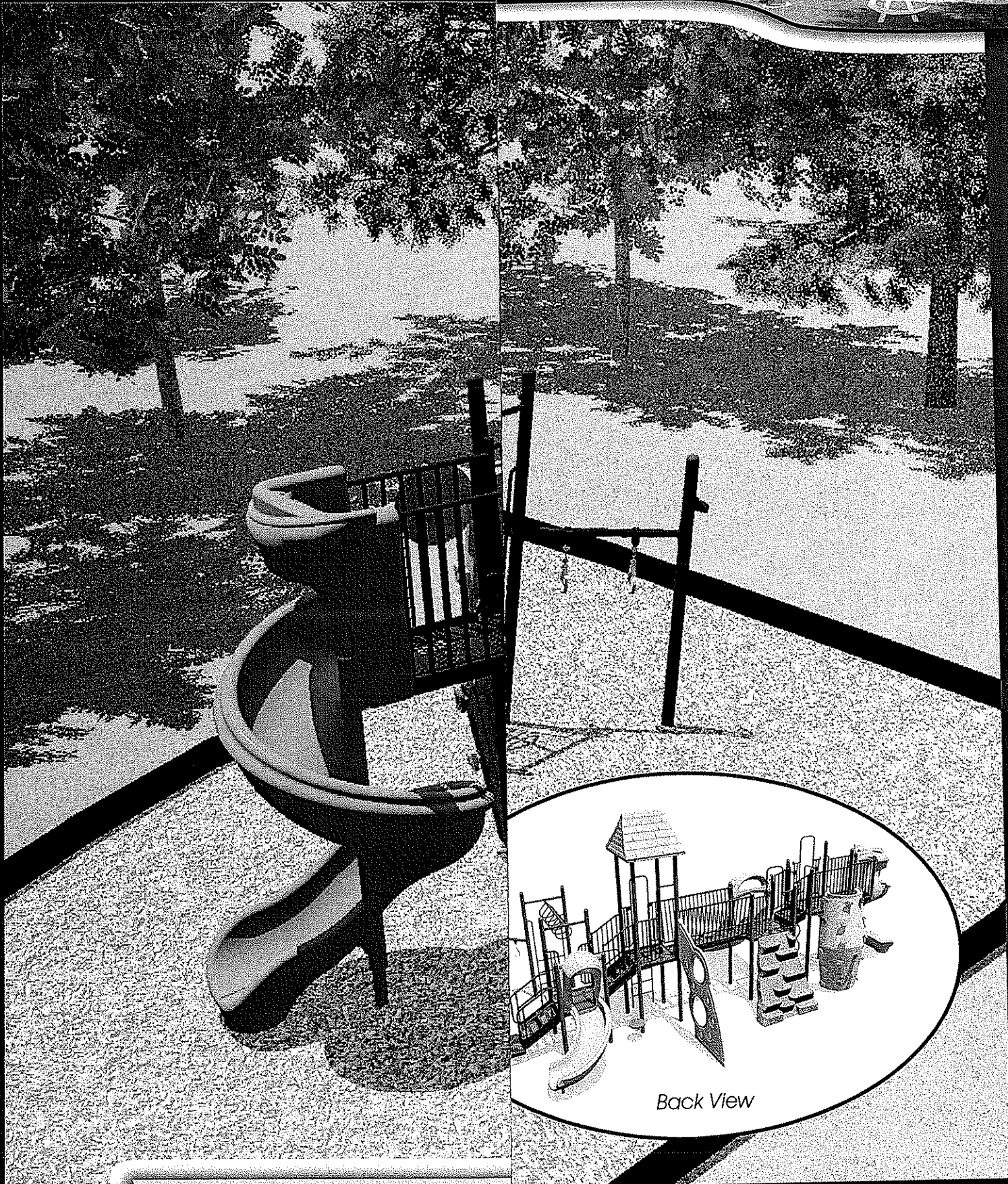
Prices are firm for 30 days. Order shipped 30-45 days ARO unless otherwise noted. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Acceptance of this quote indicates your agreement to Gametime's terms which is net 30 days for shipping with approved credit. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders. Please call (800) 438-2780 if you have any questions, fax (704) 525-7356.

\_\_\_\_\_  
Salesman's Signature

\_\_\_\_\_  
Customer's Signature



CUNNINGHAM  
ASSOCIATES INC.  
Park & Playground Products



Back View

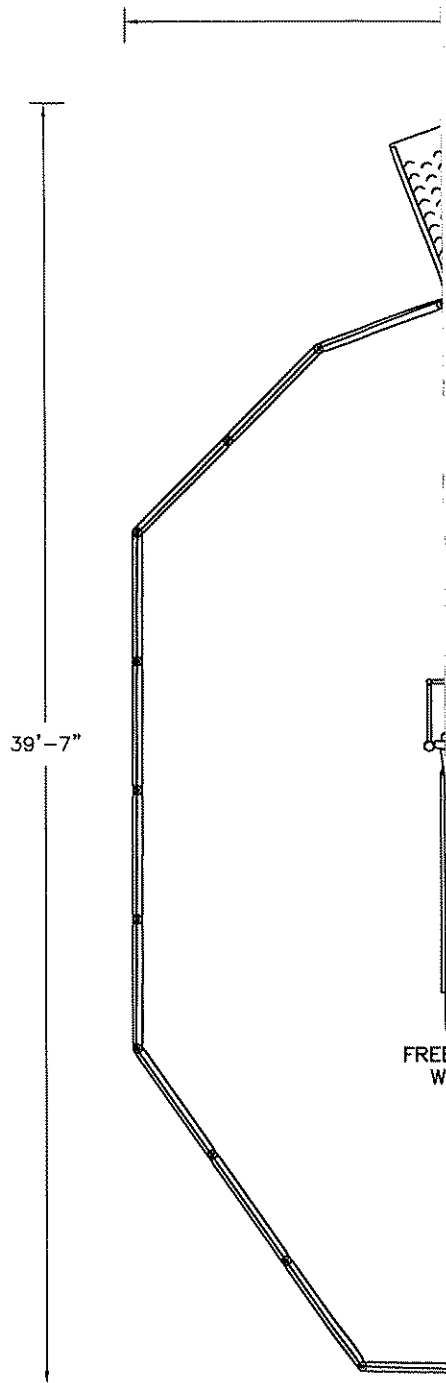


[www.cunningham.com](http://www.cunningham.com)



800.438.2780

Tomlinson Run  
State Park  
Shelter #2/#3 Area  
New Manchester, WV



No.	Revision	Date

This play equipment is recommended for children ages .

Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

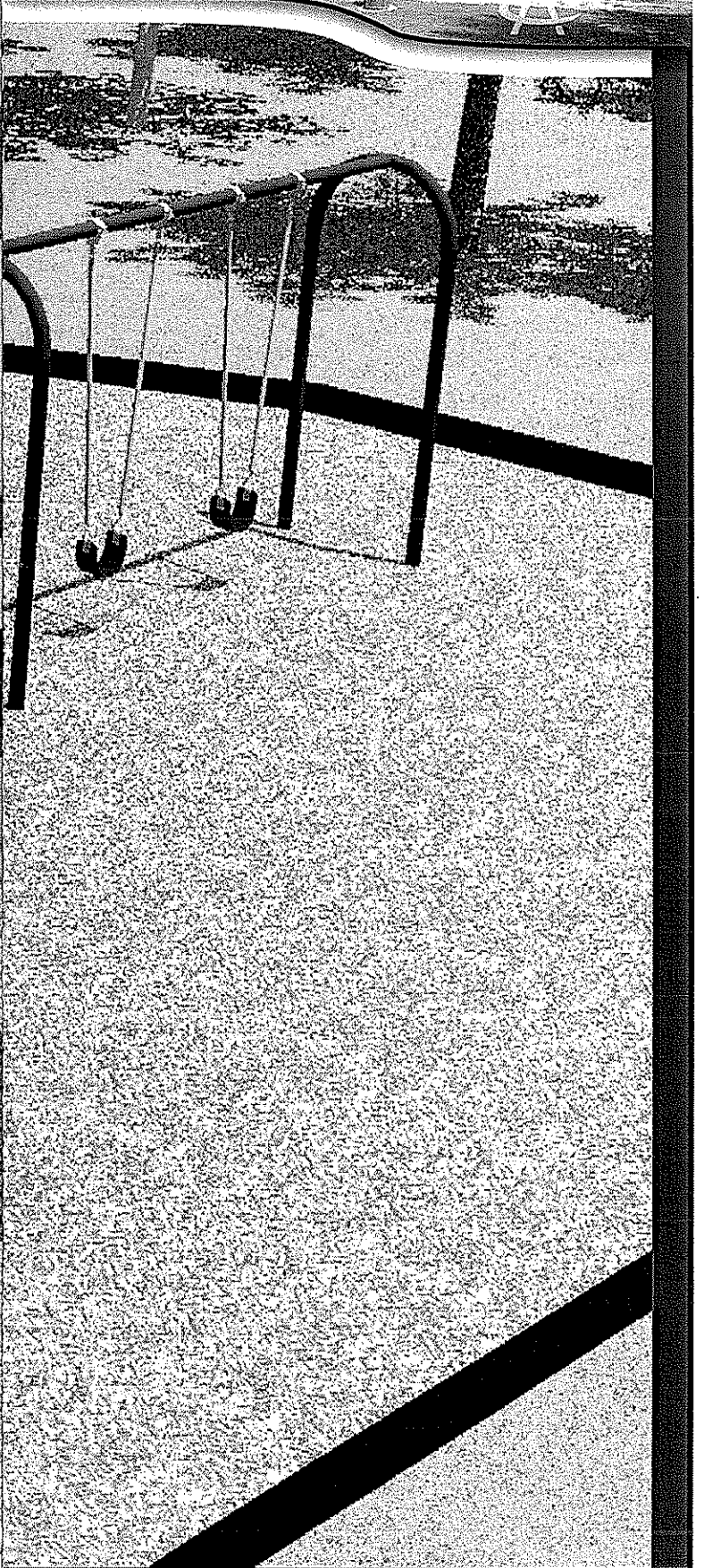
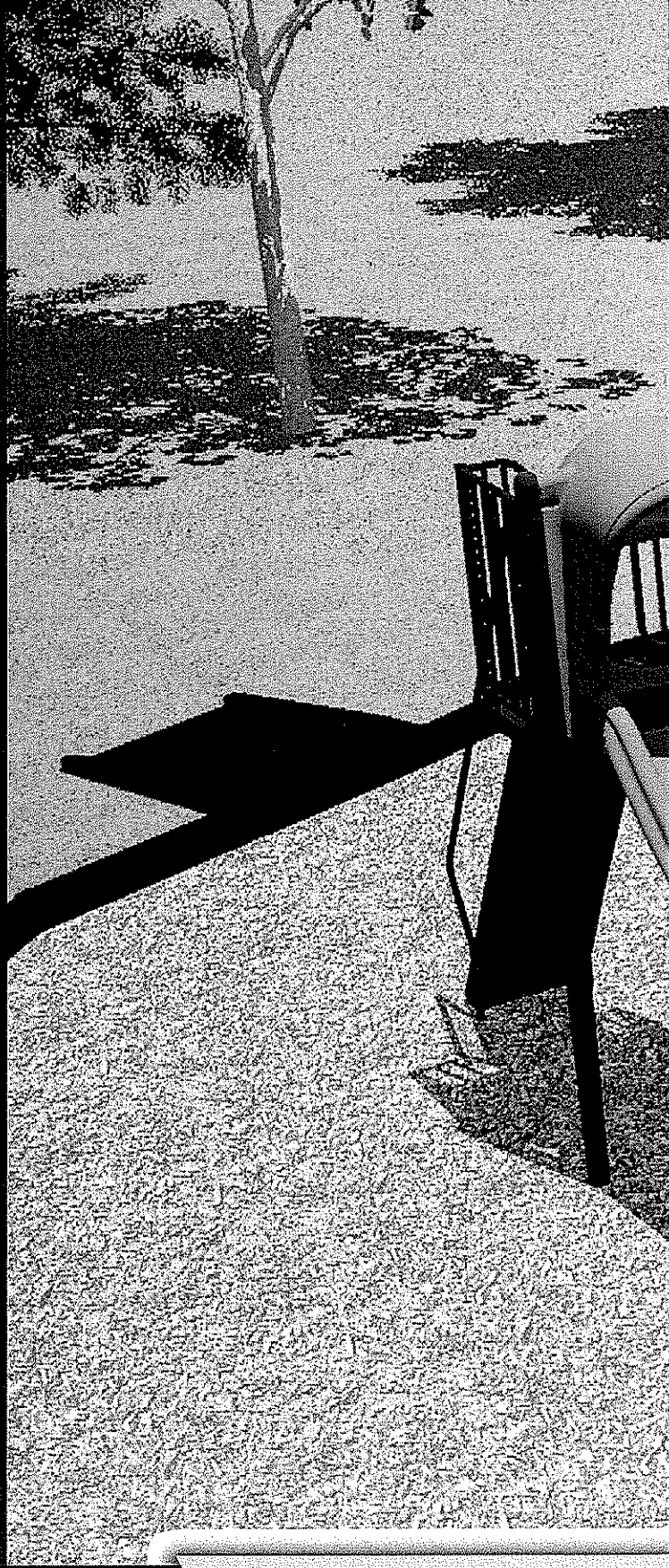
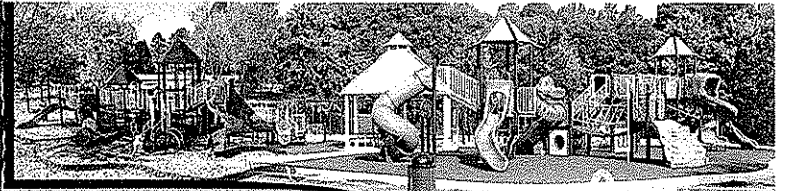


Drawn By: jc	Scale: 1" = 5'-0"
Date: 7-1-08	
Drawing Name: tomlinson run state park #2#2	





CUNNINGHAM  
ASSOCIATES INC.  
Park & Playground Products



 [www.cunningham.com](http://www.cunningham.com)

 800.438.2780

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
ATL-001038993-07

**PRODUCER**

MARSH  
3475 PIEDMONT ROAD NE  
SUITE 1200  
ATLANTA, GA 30305  
Attn: Tami Rouse 404-995-3430

457102-GL-pg-02-03

**INSURED**

Game Time  
a division of Playcore Wisconsin, Inc.  
150 GameTime Drive  
Fort Payne, AL 35967

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

COMPANY

A STEADFAST INSURANCE COMPANY

COMPANY

B NATIONAL UNION FIRE INSURANCE CO OF PITTSBURGH

COMPANY

C OHIO CASUALTY INSURANCE CO

COMPANY

D N/A

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	SC05344512-01	02/26/06	08/01/07	GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> SIR \$150,000				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ EXCLUDED
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
B	EXCESS LIABILITY	BE 5190218	02/26/06	08/01/07	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 25,000,000
	OTHER THAN UMBRELLA FORM				SIR \$ 10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS   OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
C	OTHER Excess Umbrella	ECO (07) 53059239	02/26/06	08/01/07	25,000,000 Excess 25,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**

For Informational Purposes Only

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE

MARSH USA INC.

BY: Walter Gilstrap

MM1(3/02)

*Walt Gilstrap*

VALID AS OF: 02/23/06





# Compliance on a global scale

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind as well as thrills. After all, we're parents too.



## American Society for Testing and Materials (ASTM)

We don't just follow the rules; we help create them. Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487-01, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

## CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.



## IPEMA Equipment Certification

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, [www.ipema.org](http://www.ipema.org).



## IPEMA Surfacing Certification

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment.

The use of the IPEMA Certification Seal displayed above signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at [www.ipema.com](http://www.ipema.com).



ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products for superiority before bringing them to market. GameTime is also the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape Plus and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to [www.access-board.gov](http://www.access-board.gov)



ISO 9001:2000

GameTime is the first (and at this issue, the only) playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

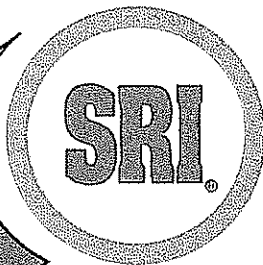
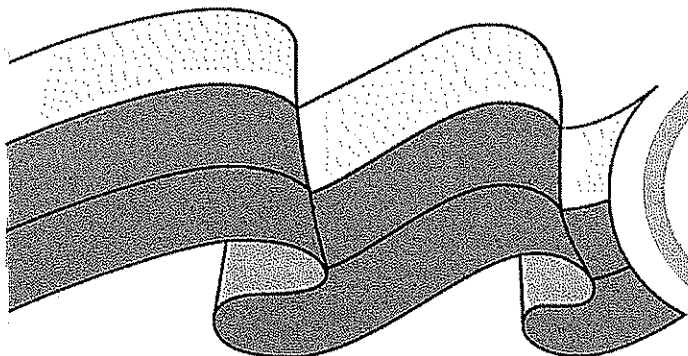


TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that indicate that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.



# CERTIFICATE OF REGISTRATION



Quality  
System  
Registrar

Having been audited in accordance with requirements of

**ISO 9001:2000 - ANSI/ISO/ASQ Q9001-2000**

SRI Quality System Registrar, Wexford, Pennsylvania, USA, hereby grants to:

## GameTime Division of Playcore

registration of the quality system at its location:

**150 GameTime Drive  
Fort Payne, Alabama, USA**

The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4. Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2000 requirements may be obtained by consulting the organization.

Scope of ISO 9001:2000 registration: "Design, manufacture and supply of park and playground equipment, site furnishings and rotational molded plastics."  
Exclusions: Control of Service Provision; Customer Property.

Initial registration date: September 18, 1996.  
Current registration period: September 18, 2005 through September 17, 2008.

Signed for SRI: *Peter B. Lake*  
Peter B. Lake, CEO

Date: September 2, 2005

150 GameTime Drive  
Fort Payne, Alabama 35967  
Telephone: 256/845-5610  
Facsimile: 256/997-9653  
Email: service@gametime.com



## GAMETIME WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape® Plus, PrimeTime™ and TotStuff™ uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape MegaLocs® and PowerLocks™.
- ✓ Ten-Year limited warranty on PrimeTime and ToTime bolt-through connection.
- ✓ Fifteen-Year limited warranty on rotationally molded KIDtime products.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Parcourse® fitness equipment.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on SuperSeats™.
- ✓ Three-Year limited warranty on rubber or "C"-springs used on SaddleMates.
- ✓ One-Year limited warranty on all other GameTime products.

*All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.*

*Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.*

GTW030320

Page 1

### General warranty info

#### Lifetime Limited Warranty

PowerScape® Plus, PrimeTime™ and TotStuff™ uprights

All hardware

PowerScape PowerLocks™

#### 15 Year Limited Warranty

Rotationally molded products

Rotationally molded KidTime™ products

Metal decks

Pipes

Rungs

Rails

Loops

#### 10 Year Limited Warranty

PrimeTime bolt-through connections

Parcourse® fitness equipment

#### 5 Year Limited Warranty

Super Seats

#### 3 Year Limited Warranty

Rubber or "C" springs used on SaddleMates®

#### 1 Year Limited Warranty

All other GameTime products

**GameTime offers you peace of mind with one of the best, most all encompassing warranties in the industry.**

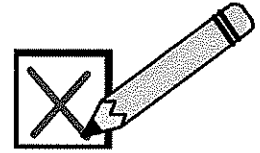
We want to assure you that we are part of your community playground long after the sales is made. Our quality is legendary, and we stand behind our products with one of the best warranties in the business. For complete Warranty information, consult your GameTime sales representative.

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

# GameTime Order Check Sheet

---

Please include all checked items (✓) with your order.



- ✓ Signed Proposal
- ✓ Signed Purchase Order made out to GameTime c/o Cunningham Associates, Inc.
- ✓ Signed GameTime Color Selection Form
- ✓ Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ✓ Contact Person: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_
- ✓ Shipping Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ✓ Contact Person: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_
- ✓ Tax Exempt Number & Certificate (or tax will be added): \_\_\_\_\_

*Please send everything back to the office by fax and/or mail.*

- ⇒ Terms are Net 30 with approved Credit. No retainage allowed.
- ⇒ Shipment will be 30-45 days after factory receipt of all information checked above.
- ⇒ It is the responsibility of the owner to offload and inventory equipment, unless otherwise noted.  
Missing or damaged equipment must be reported within 60 days from acceptance of delivery.
- ⇒ It is the responsibility of the owner to provide installation, safety surfacing, borders, site preparation, drainage, or other costs, unless otherwise noted in the proposal.

If you have any questions please call:

Design/Sales Questions Courtney (ext. 128) or Kerri (ext. 120)  
Order Entry/Delivery Questions Courtney (ext. 128) or Kerri (ext. 120)

Represented by: Cunningham Associates, Inc.  
P.O. Box 240981 • Charlotte, NC 28224 • (800) 438-2780 • Fax (704) 525-7356

# GameTime Color Selection Sheet



**Equipment Type:**  Xscape  PowerScape  PrimeTime (Choose Custom Colors or a Play Palette)

**Custom Colors:**

Upright Metal Color: \_\_\_\_\_

Accent Metal Color: \_\_\_\_\_

Deck TuffClad Color: \_\_\_\_\_

Slide & Panel Plastic Color: \_\_\_\_\_

Roof Plastic, Metal, or Timber Color: \_\_\_\_\_  
 (Plastic roof may be one-color or multi-color. Please list colors in order)

Tube Plastic Color: \_\_\_\_\_  
 (Tube may be one-color or multi-color. Please list colors in order)

MegaRock or WallCano Rock Color: \_\_\_\_\_ Handhold Color: \_\_\_\_\_

Net Climber: \_\_\_\_\_

SunBlox Roof & Shade Color: \_\_\_\_\_

**Play Palette:** (Choose one from list below) \_\_\_\_\_

**KidTime Play Palette:** (circle one) Natural Primary Contemporary

**Freestanding Play Events, Fitness, Site Furnishings, Shade:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Metals:</b>		<b>Plastics</b>		<b>1-Color Poly Panel (HPDE)</b>	<b>Timber Décor:</b> Redwood or Cedar
Yellow	Butterscotch	Yellow	Red	Red Yellow Green	<b>TuffClad</b> Red Brown Blue Dark Green
Red	Burgundy	Purple	Blue	Blue Beige	
Purple	Blue	Teal	Green	<b>2-Color Poly Panel</b> Outside/Inside Color Red/Yellow Yellow/Red Green/Beige Blue/Beige	<b>Net Climbers:</b> Red Blue Green
Teal	Green	Brown	Beige		
Dark Green	Brown	Gray			
Beige	Gray	<b>Rock Colors</b>		<b>Xscape Nets:</b> Red Black	
Metallic	Black	Sandstone	Granite		
White					

**SunBlox Roof & Shade Colors:**

White Red Royal Blue Laguna Blue Navy Blue Turquoise Rain Forest Terra Cotta Arizona Silver  
 Black Sunflower Yellow

**Play Palettes:**

Blueberry Periwinkle Lemon Sunrise Botanical Tropics Forest Timber Earth Navy Dramatic  
 Salute Coast Field Brook Scenic Horizon Vista Celebrate Candy Centennial Sunshine  
 Moonlight Crimson