



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
DNR209078

PAGE
1

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

VENDOR

Bears Playgrounds
 7625 E. Main Road
 Lima, NY 14485

SHIP TO

DIVISION OF NATURAL RESOURCES
 WATOGA STATE PARK
 ATTN: PARK SUPERINTENDENT
 HC82, BOX 252
 MARLINTON, WV
 24954-9550 799-4087

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/11/2008				

BID OPENING DATE: 02/05/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		
PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED) THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR WATOGA STATE PARK, POCAHONTS COUNTY, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS. A SITE WALK THROUGH WILL BE CONDUCTED ON 01/15/09 AT 11:00 AM AT THE PARK ADMINISTRATION BUILDING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS 01/20/08. TECHNICAL QUESTIONS WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. EXHIBIT 5 WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.						

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2009 FEB -2 P 2:41

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	585-624-5694	1-25-09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	13-35100-17	

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."

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



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2

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 804-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES
 WATOGA STATE PARK
 ATTN: PARK SUPERINTENDENT
 HC82, BOX 252
 MARLINTON, WV
 24954-9550 799-4087

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/11/2008				
BID OPENING DATE:	02/05/2009	BID OPENING TIME		01:30PM

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE WRITTEN NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	885-624-5694	1.25.09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	13-35410017	

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<p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND. PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE §-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS</p>						

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President	13-35100 17	

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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BIDDING

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 ATTN: PARK SUPERINTENDENT
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<p>MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION</p>						

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<p>PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: 585-624-5694 DATE: 1.25.08

TITLE: President FEIN: 13-35100-17 ADDRESS CHANGES TO BE NOTED ABOVE

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 WATOAGA STATE PARK
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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p>						

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SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	585.624.5694	1/25/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	13-35100-17	

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				CONTRACTORS LICENSE		
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Bears Management Group Inc. dba Bears Playgrounds</i></p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS</p>						

Will acquire if successful.

SIGNATURE		TELEPHONE		DATE
		585-624-5694		1.25.09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		
<i>Resident</i>	13-35100-17			

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<p>DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: -----</p> <p>REQ. NO.: DNR209078</p> <p>BID OPENING DATE: 02/05/09</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	585-624-5694	1-25-09
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<i>President</i>	13-35100-17	

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<p>TO CONTACT YOU REGARDING YOUR BID: Fax 585.624.7590 ----- 585-624-5694 / info@bearsplaygrounds.com -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- Danny Bears / Marcy Bears -----</p>						
***** THIS IS THE END OF RFQ DNR209078 ***** TOTAL:						\$149,494

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 585-624-5694 DATE: 1-25-09
 TITLE: President FEIN: 13-35100-17 ADDRESS CHANGES TO BE NOTED ABOVE

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

WV-36
REV. 10/81

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER:	PAGE	Req. or PO#
Spending Unit:		
DNR -		

VENDOR Bears Playgrounds

Item No:	Quantity	Description	Unit Price	Amount
		To supply and install playground equipment to offer play activities for children ages two (2) to twelve (12 at Watoga State Park, Marlinton, West Virginia. The award may be split if it is in the best interest of the West Virginia Division of Natural Resources.		
1	1	<p>PINE RUN CABIN AREA PLAYGROUND</p> <p>Bears Playground Magical Log Kingdom for equal. Structure must be composed of the following components:</p> <p>WAYS UP One (1) Bears Playgrounds 8' rock wall or equal. Rock wall climbing face must be a minimum of 8' long and constructed of a composite material. One (1) Bears Playgrounds 5' rock wall or equal. Rock wall climbing face must be a minimum of 5' long and constructed of a composite material. One (1) Bears Playgrounds small tree hugger climbing event or equal. One (1) Bears playgrounds ADA transfer station or equal.</p> <p>WAYS DOWN One (1) Beard Playgrounds premium wave slide or equal. Slide must be double wall construction.</p> <p>OVERHEAD EVENTS One (1) Bears Playgrounds lower monkey bars (overhead ladder) or equal. Bars must not exceed 5' high from surfacing.</p> <p>OTHER One (1) Bears Playgrounds wooden roof or equal. Roof must be a minimum of 48" wide x 55" long. West Virginia heavy prevailing wage rates must be paid for Pocahontas County, West Virginia (http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway08/allhh.pdf). F.O.B. Destination: Freight or delivery charges must be included in the price of goods. Delivery and installation must be made within ninety (90) days of purchase order award.</p>	7,966	\$7,966
2	1	<p>BEAVER CREEK CAMPGROUND AIRSTRIP PLAYGROUND</p> <p>Bears Playground Magical Log Kingdom for equal. Structure must be composed of the following components:</p> <p>WAYS UP One (1) Bears Playgrounds 8' rock wall or equal. Rock wall climbing face must be a minimum of 8' long and constructed of a composite material. One (1) Bears Playgrounds 5' rock wall or equal. Rock wall climbing face must be a minimum of 5' long and constructed of a composite material. One (1) Bears Playgrounds small tree hugger climbing event or equal. One (1) Bears playgrounds ADA transfer station or equal.</p>	7,966	\$7,966

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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER:	PAGE	Req. or PO#
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VENDOR

Bears Playgrounds

Spending Unit: DNR -

Item No:	Quantity	Description	Unit Price	Amount
		<p>WAYS DOWN One (1) Bears Playgrounds premium wave slide or equal. Slide must be double wall construction.</p> <p>OVERHEAD EVENTS One (1) Bears Playgrounds lower monkey bars (overhead ladder) or equal. Bars must not exceed 5' high from surfacing.</p> <p>OTHER: One (1) Bears Playgrounds wooden roof or equal. Roof must be a minimum of 48" wide x 55" long. West Virginia heavy prevailing wage rates must be paid for Pocahontas County, West Virginia (http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway08/allhh.pdf). F.O.B. Destination: Freight or delivery charges must be included in the price of goods. Delivery and installation must be made within ninety (90) days of purchase order award.</p>		
3	1	<p>LOWER END OF RIVERSIDE CAMPGROUND PLAYGROUND Bears Playgrounds Custom Swiss Tree Fort Village or equal. Bears Playgrounds Swiss tree fort design must consist of two (2) structures: structure one, Bears Playgrounds Ponderosa to include an upper and lower deck with approximate outside dimensions of 6' x 9'. The second structure, Bears Playgrounds Proudest Monkey Tree Fort, is a single deck structure with the approximate outside dimensions of 5' x 6'. The structures must be functionally play linked with a way across as described below. Structure must include the following components: WAY ACROSS One (1) Bears Playgrounds fully netted real log suspension bridge or equal. WAYS UP One (1) Bears Playgrounds inverted rock wall or equal. Rockwall climbing face must include an inverted curve face towards the top for greater challenge and constructed of a composite material. One (1) Bears Playground 5' rock wall or equal. Rock wall must be a minimum of 5' long and constructed of a composite material. One (1) Bears Playgrounds large tree hugger climbing event or equal. One (1) Bears Playgrounds small tree hugger climbing event or equal. One (1) Bears playgrounds standard access component to lower deck or equal. One (1) Bears Playgrounds crooked log climber to lower deck or equal. One (1) Bears Playgrounds ADA transfer station or equal.</p> <p>WAYS DOWN One (1) Bears Playgrounds premium wave slide or equal. Slide must be double wall construction.</p>	\$17,130	\$17,130

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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER:	PAGE	Req. or PO#
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DNR -		

VENDOR Bears Playgrounds

Item No:	Quantity	Description	Unit Price	Amount
		<p>One (1) Bears Playgrounds premium super scoop wave slide or equal. Slide must be double wall construction.</p> <p>One (1) Bears Playgrounds premium tube slide or equal. Slide must be double wall construction in the bottom section and one piece to section.</p> <p>OTHER</p> <p>Three (3) Bears Playground wooden roofs or equal. One roof must cover each deck and roof must be approximately 48" wide x 55" long.</p> <p>West Virginia heavy prevailing wage rates must be paid for Pocahontas County, West Virginia (http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway08/allhh.pdf).</p> <p>F.O.B. Destination: Freight or delivery charges must be included in the price of goods. Delivery and installation must be made within ninety (90) days of purchase order award.</p>		
4	1	<p>RECREATION HALL PLAYGROUND</p> <p>Bears Playgrounds Custom Swiss Tree Fort Village or equal. Bears Playgrounds Swiss tree fort design must consist of two (2) structures: structure one, Bears Playgrounds Ponderosa, to include an upper and lower deck with approximate outside dimensions of 6' x 9'. The second structure, Bears Playgrounds Proudest Monkey Tree Fort, is a single deck structure with the approximate outside dimensions of 5' x 6'. The structures must be functionally play linked with a way across as described below. Structure must include the following components:</p> <p>WAY ACROSS</p> <p>One (1) Bears Playground fully netted real log suspension bridge or equal.</p> <p>WAYS UP</p> <p>One (1) Bears Playgrounds inverted rock wall or equal. Rockwall climbing face must include an inverted curve face towards the top for greater challenge and constructed of a composite material.</p> <p>One (1) Bears Playground 5' rock wall or equal. Rock wall must be a minimum of 5' long and constructed of a composite material.</p> <p>One (1) Bears Playgrounds large tree hugger climbing event or equal.</p> <p>One (1) Bears Playgrounds small tree hugger climbing event or equal.</p> <p>One (1) Bears playgrounds standard access component to lower deck or equal.</p> <p>One (1) Bears Playgrounds crooked log climber to lower deck or equal.</p> <p>One (1) Bears Playgrounds ADA transfer station or equal.</p> <p>WAYS DOWN</p> <p>One (1) Bears Playgrounds premium wave slide or equal. Slide must be double wall construction.</p> <p>One (1) Bears Playgrounds premium super scoop wave slide or equal. Slide must be double wall construction.</p>	\$17,130	\$17,130

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Spending Unit:		
DNR -		

VENDOR

Bears Playgrounds

Item No:	Quantity	Description	Unit Price	Amount
		<p>One (1) Bears Playgrounds premium tube slide or equal. Slide must be double wall construction in the bottom section and one piece to section.</p> <p>OTHER</p> <p>Three (3) Bears Playground wooden roofs or equal. One roof must cover each deck and roof must be approximately 48" wide x 55" long.</p> <p>West Virginia heavy prevailing wage rates must be paid for Pocahontas County, West Virginia (http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway08/allhh.pdf).</p> <p>F.O.B. Destination: Freight or delivery charges must be included in the price of goods. Delivery and installation must be made within ninety (90) days of purchase order award.</p>		
5	1	<p>PICNIC SHELTER PLAYGROUND</p> <p>Custom Proudest Monkey Tree Fort Village or equal. Custom play unit must be composed of two structures; both structures are monkey models with lower decks and approximate outside dimension of 5' x 6'. The proudest structure must be functionally play linked with a way across as described below:</p> <p>WAY ACROSS</p> <p>One (1) Bears Playgrounds fully netted real log suspension bridge or equal.</p> <p>WAYS UP</p> <p>One (1) Bears Playgrounds 5' rock wall or equal. Rock wall climbing face must be a minimum of 5' long and constructed of a composite material.</p> <p>One (1) Bears Playgrounds baby rock crawl or equal. Rock crawl climbing face must be a minimum of 5' long and constructed of a composite material.</p> <p>One (1) Bears Playgrounds small tree hugger climbing event or equal.</p> <p>One (1) Bears Playground ADA transfer station</p> <p>WAYS DOWN</p> <p>ONE (1) Bears Playgrounds premium wave slide or equal. Slide must be double wall construction.</p> <p>One (1) Bears Playgrounds super duty double side by side slide or equal. Slide must be double wall construction.</p> <p>OTHER</p> <p>Three (3) Bears Playgrounds wooden roofs (one to cover each deck) or equal. Roofs must be approximately 48" wide x 55" long.</p> <p>Barrier rails or equal.</p> <p>West Virginia heavy prevailing wage rates must be paid for Pocahontas County, West Virginia (http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway08/allhh.pdf).</p> <p>F.O.B. Destination: Freight or delivery charges must be included in the price of goods. Delivery and installation must be made within ninety (90) days of purchase order award.</p>	\$14,732	\$14,732

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VENDOR Bears Playgrounds

Item No:	Quantity	Description	Unit Price	Amount
6	1	<p>BUCK'S RUN CABIN AREA PLAYGROUND</p> <p>Custom Proudest Monkey Tree Fort Village or equal. Custom play unit must be composed of two structures; both structures are monkey models with lower decks and approximate outside dimension of 5' x 6'. The proudest structure must be functionally play linked with a way across as described below:</p> <p>WAY ACROSS One (1) Bears Playgrounds fully netted real log suspension bridge or equal.</p> <p>WAYS UP One (1) Bears Playgrounds 5' rock wall or equal. Rock wall climbing face must be a minimum of 5' long and constructed of a composite material. One (1) Bears Playgrounds baby rock crawl or equal. Rock crawl climbing face must be a minimum of 5' long and constructed of a composite material. One (1) Bears Playgrounds small tree hugger climbing event or equal. One (1) Bears Playground ADA transfer station</p> <p>WAYS DOWN ONE (1) Bears Playgrounds premium wave slide or equal. Slide must be double wall construction. One (1) Bears Playgrounds super duty double side by side slide or equal. Slide must be double wall construction.</p> <p>OTHER Three (3) Bears Playgrounds wooden roofs (one to cover each deck) or equal. Roofs must be approximately 48" wide x 55" long. Barrier rails or equal. West Virginia heavy prevailing wage rates must be paid for Pocahontas County, West Virginia (http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway08/allhh.pdf). F.O.B. Destination: Freight or delivery charges must be included in the price of goods. Delivery and installation must be made within ninety (90) days of purchase order award.</p>	\$14,732	\$14,732
7	1	<p>UPPER END OF RIVERSIDE CAMPGROUND</p> <p>Custom Proudest Monkey Tree Fort Village or equal. Custom play unit must be composed of two structures; both structures are monkey models with lower decks and approximate outside dimension of 5' x 6'. The proudest structure must be functionally play linked with a way across as described below:</p> <p>WAY ACROSS One (1) Bears Playgrounds fully netted real log suspension bridge or equal.</p>	\$14,732	\$14,732

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PURCHASING CONTINUATION SHEET

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VENDOR Bears Playgrounds

Item No:	Quantity	Description	Unit Price	Amount
		<p>WAYS UP One (1) Bears Playgrounds 5' rock wall or equal. Rock wall climbing face must be a minimum of 5' long and constructed of a composite material. One (1) Bears Playgrounds baby rock crawl or equal. Rock crawl climbing face must be a minimum of 5' long and constructed of a composite material. One (1) Bears Playgrounds small tree hugger climbing event or equal. One (1) Bears Playground ADA transfer station</p> <p>WAYS DOWN ONE (1) Bears Playgrounds premium wave slide or equal. Slide must be double wall construction. One (1) Bears Playgrounds super duty double side by side slide or equal. Slide must be double wall construction.</p> <p>OTHER Three (3) Bears Playgrounds wooden roofs (one to cover each deck) or equal. Roofs must be approximately 48" wide x 55" long. Barrier rails or equal. West Virginia heavy prevailing wage rates must be paid for Pocahontas County, West Virginia (http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway08/allhh.pdf). F.O.B. Destination: Freight or delivery charges must be included in the price of goods. Delivery and installation must be made within ninety (90) days of purchase order award.</p>		
8	1	<p>BEAVER CREEK CAMPGROUND PLAYGROUND Bears Playground Custom Hundred Acre Wood or equal. Structure must consist of two structures; both structures must be modeled after the Bears Playgrounds Ponderosa and must include an upper and lower deck with approximate outside dimensions of each structure must be approximately 6' x 9'. Structures must be functionally play linked with a way across as described below:</p> <p>WAYS ACROSS One (1) Bears Playgrounds fully netted high bridge or equal.</p> <p>WAYS UP One (1) Bears Playground inverted rock wall or equal. Rock wall climbing face must include an inverted curve face towards the top and be constructed of a composite material. One (1) Bears Playgrounds 5' rock wall or equal. Rock wall climbing face must be a minimum of 5' long and constructed of a composite material. One (1) Bears Playgrounds 8' rock wall or equal. Rock wall climbing face must be a minimum of 8' long and constructed of a composite material. One (1) Bears Playgrounds baby rock crawl or equal. Rock crawl climbing face must be a minimum of 8' long and constructed of a composite material. One (1) Bears Playground small tree hugger climbing event or equal.</p>	\$19,831	\$19,831

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PURCHASING CONTINUATION SHEET

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VENDOR Bears Playgrounds

Item No:	Quantity	Description	Unit Price	Amount
		One (1) Bears Playground large tree hugger climbing event or equal. Two (2) Bears Playgrounds standard access components to the low deck or equal. One (1) Bears Playgrounds ADA transfer station or equal. WAYS DOWN Two (2) Bears Playgrounds premium wave slides. Slide must be double wall construction. Two (2) Bears Playgrounds premium super scoop wave slide. Slide must be double wall construction. OTHER Four (4) Bears Playgrounds wooden roofs or equal. One roof must cover each deck and roof must be approximately 48" x 55" long.		
9	1	PICNIC AREA PLAYGROUND Bears Playground Custom Hundred Acre Wood or equal. Structure must consist of two structures; both structures must be modeled after the Bears Playgrounds Ponderosa and must include an upper and lower deck with approximate outside dimensions of each structure must be approximately 6' x 9'. Structures must be functionally play linked with a way across as described below: WAYS ACROSS One (1) Bears Playgrounds fully netted high bridge or equal. WAYS UP One (1) Bears Playground inverted rock wall or equal. Rock wall climbing face must include an inverted curve face towards the top and be constructed of a composite material. One (1) Bears Playgrounds 5' rock wall or equal. Rock wall climbing face must be a minimum of 5' long and constructed of a composite material. One (1) Bears Playgrounds 8' rock wall or equal. Rock wall climbing face must be a minimum of 8' long and constructed of a composite material. One (1) Bears Playgrounds baby rock crawl or equal. Rock crawl climbing face must be a minimum of 8' long and constructed of a composite material. One (1) Bears Playground small tree hugger climbing event or equal. One (1) Bears Playground large tree hugger climbing event or equal. Two (2) Bears Playgrounds standard access components to the low deck or equal. One (1) Bears Playgrounds ADA transfer station or equal. WAYS DOWN Two (2) Bears Playgrounds premium wave slides. Slide must be double wall construction. Two (2) Bears Playgrounds premium super scoop wave slide. Slide must be double wall construction.	\$19,831	\$19,831

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PURCHASING CONTINUATION SHEET

BUYER: PAGE Req. or PO#

VENDOR

Bears Playgrounds

Spending Unit:

DNR -

Item No:	Quantity	Description	Unit Price	Amount
		OTHER Four (4) Bears Playgrounds wooden roofs or equal. One roof must cover each deck and roof must be approximately 48" x 55" long.		
10	1,500 L.F.	Bears Playgrounds cedar log borders or equal. Borders must be made of real cedar wood logs; approximately 4' long yields 3.5' after interlock x 5" High with 25" button head teak. Borders must allow for 6 - 8" mulch to be tapped down at the edges.		15,444
			Grand Total : <u>\$149,494</u>	

\$149,494

WATOGA STATE PARK PLAYGROUND SPECIFICATIONS – CONTD.

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

Additionally, the playground structures must primarily consist of cedar logs to integrate the playground with other Watoga State Park facilities and maintain the heritage of the park.

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 (date) at (time) 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.

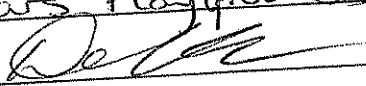
LICENSING:

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. *Intend to be apparent low bidder*

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 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: Bears Playgrounds
Authorized Signature:  Date: 1.25.09

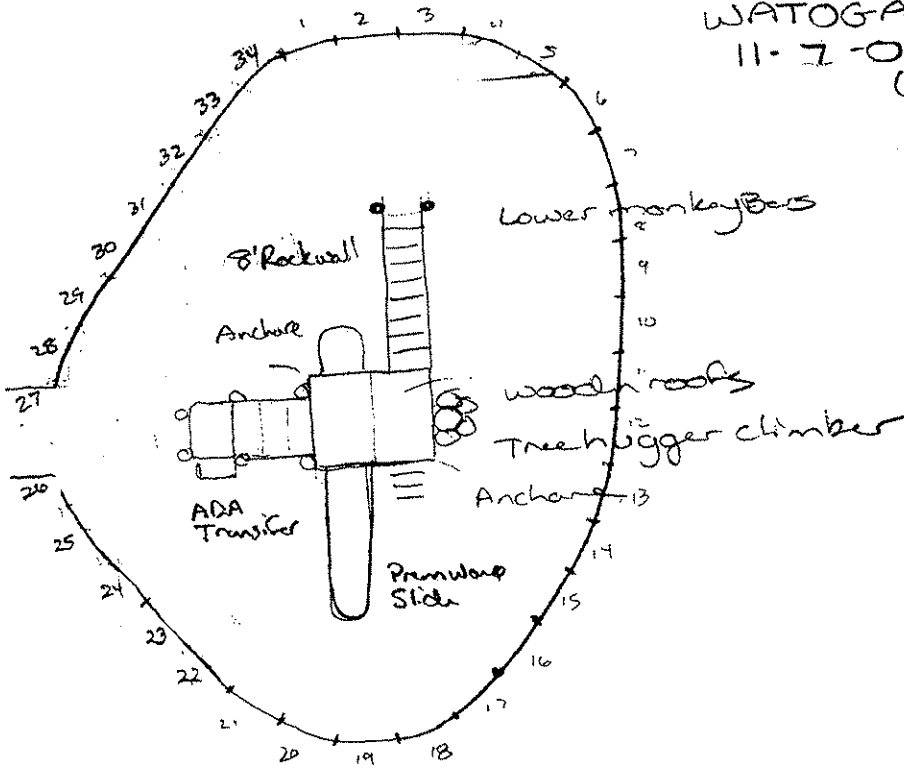
BEARS

bearsplaygrounds.com

7625 E. Main Rd., Lima, NY 14485
 -877-807-7529, fax 585-624-5694,
 E-mail: info@bearsplaygrounds.com

CHECK #	CASH	(Visa or Master Card), Name on Card:		
CC #				Exp date
All Customers Sign. I have read and understand and accept the terms, conditions and specifications above, below and on the reverse side of this form, plus product warranty, maintenance check list and operating instructions from catalog. Date: _____				
X				
Deposit Information	Run By	Date Run:	Amount Run:	Capture #:
Balance Information	Run By	Date Run:	Amount Run:	Capture #:

WATOGA STATE PARK, WV
 11-7-08
 (A) custom magical log
 Kingdom
 x 2



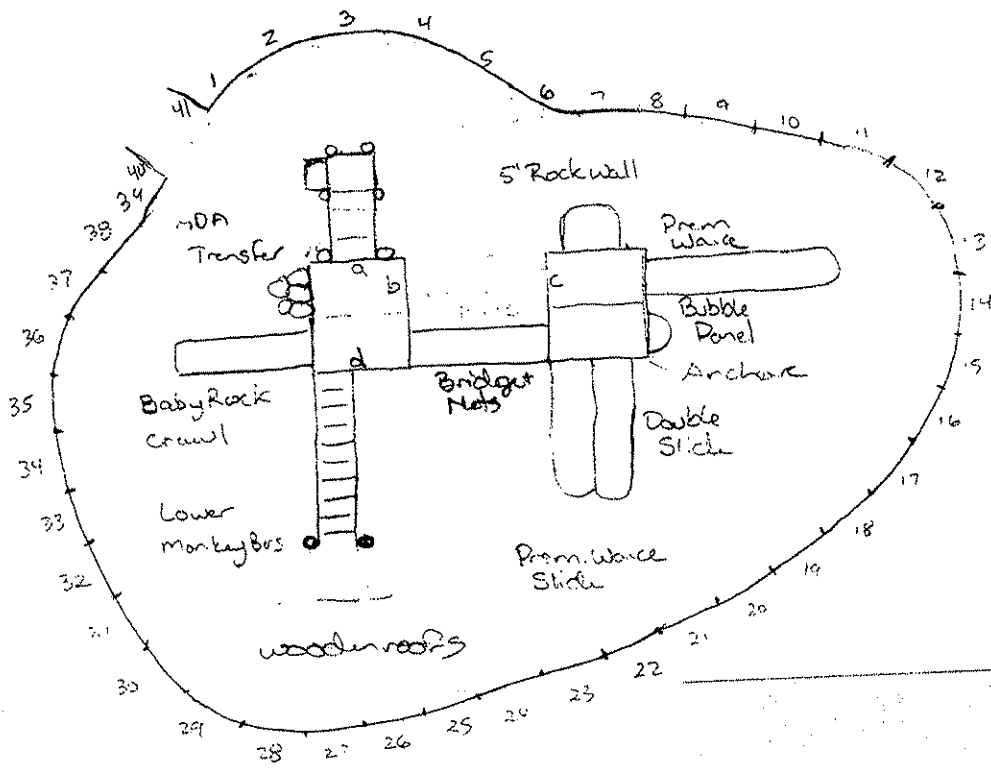
Surfacing Notes
 34 lng borders
 885 SF
 30 cy wooden pg mulch @ 8"



7625 E. Main Rd., Lima, NY 14485
 1-877-807-7529, fax 585-624-5694,
 E-mail: info@bearsplaygrounds.com

CHECK #	CASH	(Visa or Master Card), Name on Card:		
CC #				Exp date
All Customers Sign. I have read and understand and accept the terms, conditions and specifications above, below and on the reverse side of this form, plus product warranty, maintenance check list and operating instructions from catalog. Date:				
X				
Deposit Information	Run By	Date Run:	Amount Run:	Capture #:
Balance Information	Run By	Date Run:	Amount Run:	Capture #:

WATOGA STATE PARK
 West Virginia
 (B) Custom Proudest monkey
 Village
 11-7-08 x3



Surfacing Notes:
 41 cedar log borders
 1287 sq ft
 43 cy wooden pg mulch @ 8"

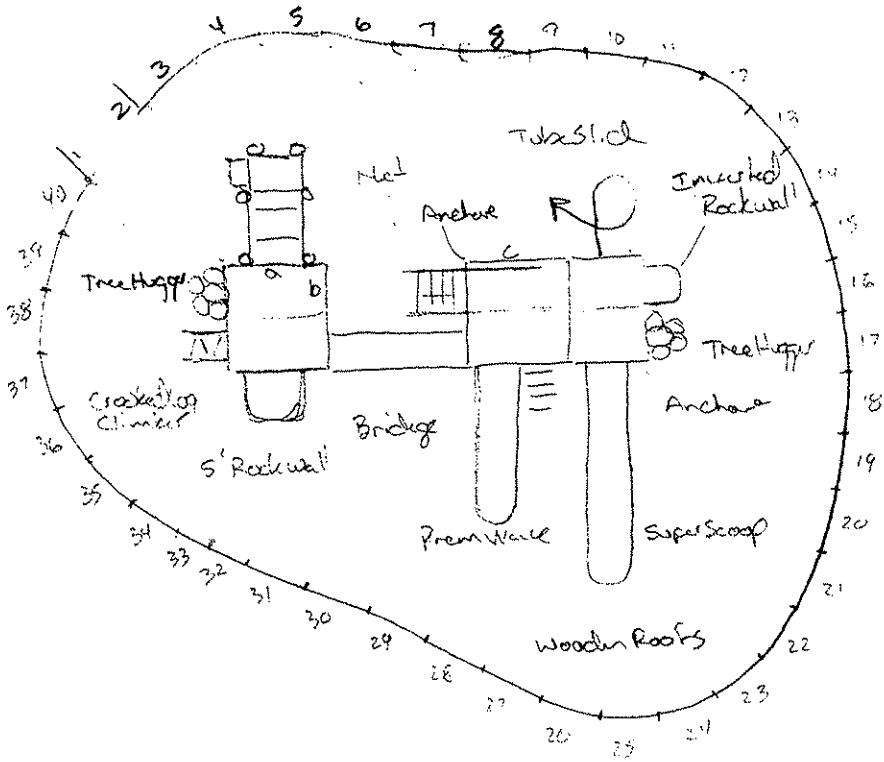
BEARS

bearsplaygrounds.com

7625 E. Main Rd., Lima, NY 14485
 1-877-807-7529, fax 585-624-5694,
 E-mail: info@bearsplaygrounds.com

CHECK #	CASH	(Visa or Master Card), Name on Card:		
CC #				Exp date
All Customers Sign. I have read and understand and accept the terms, conditions and specifications above, below and on the reverse side of this form, plus product warranty, maintenance check list and operating instructions from catalog. Date: X				
Deposit Information	Run By	Date Run:	Amount Run:	Capture #:
Balance Information	Run By	Date Run:	Amount Run:	Capture #:

WATOGA STATE PARK West Virginia
 (C) Swiss Tree Fort Village 11-7-08 x 2



Surfacing Notes:
 40 cedar Log borders
 1225 SF
 41 cy wooden pg mulch @ 8"

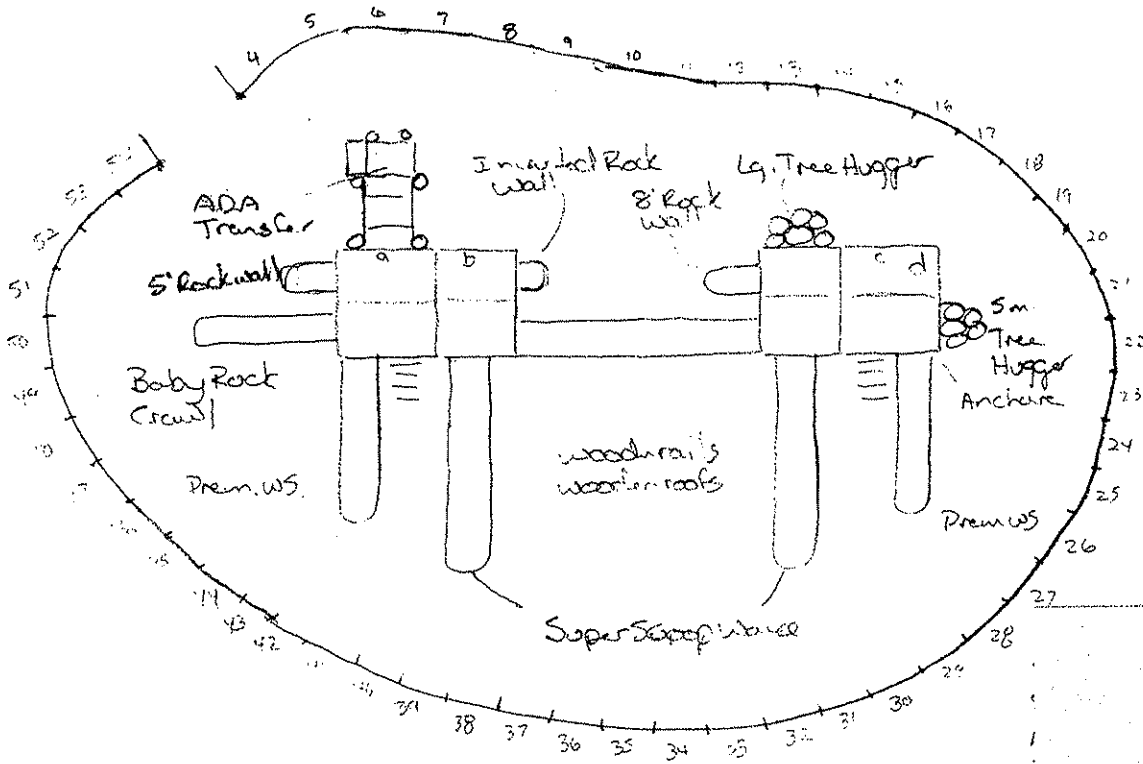
add rail c



7625 E. Main Rd., Lima, NY 14485
 1-877-807-7529, fax 585-624-5694,
 E-mail: info@bearsplaygrounds.com

CHECK #	CASH	(Visa or Master Card), Name on Card:		
CC #				Exp date
All Customers Sign. I have read and understand and accept the terms, conditions and specifications above, below and on the reverse side of this form, plus product warranty, maintenance check list and operating instructions from catalog. X Date:				
Deposit Information	Run By	Date Run:	Amount Run:	Capture #:
Balance Information	Run By	Date Run:	Amount Run:	Capture #:

WATOGA STATE PARK, west Virginia
 (D) 11-7-08 X2
 Custom Hundred Acre Wood



Surfacing Notes:
 54 cedar log borders
 2233 SF
 74 cubic yards @ 8"

HP Color LaserJet 2840

HP LASERJET FAX
5856247590
Jan-13-2009 9:49PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
376	1/13/2009	9:48:36PM	Receive		0:33	0	Comm Error 392

MAINTENANCE, OPERATING INSTRUCTIONS

SUGGESTED GENERAL MAINTENANCE CHECK LIST:

CHECK SURFACING:

- The owner / operator are responsible to ensure that there is adequate safety surfacing. Do not install over concrete, asphalt, packed earth, grass, carpet or any other hard surface. A fall onto a hard surface can result in serious injury to the equipment user.
- Check for adequate protective surfacing under and around it and the surfacing materials have not deteriorated. As a general rule Bears Playgrounds requires 8" of our Certified Wooden Playground Mulch or 6" of Rubber Mulch.
- Loose - fill surfacing material have no foreign objects or debris. Clear debris.
- Loose fill materials are not too compacted = rake and fluff.
- Loose fill materials have not been displaced in heavy use areas. Rake in wear areas, install wear mats.

CHECK FOR GENERAL HAZARDS:

- Check for sharp points, corners or edges, projections or protrusions.
- Check for missing or damaged protective caps or plugs.
- Check all coverings for bolts and sharp edges twice monthly during usage season to be certain they are in place. Replace as necessary. It is especially important to do this at the beginning of each season.
- Check for trip hazards or environmental obstacles in the use zone.
- Check for clothing entanglement hazards, such as open s-hooks, protruding bolts.
- Check to ensure no crush and shear points or exposed moving parts.

CHECK FOR SECURITY OF HARDWARE:

- Check all nuts, bolts, screws and lags for loose twice monthly during usage season for tightness and tighten as required. Check all barrier nets, grommets, zip ties and other fasteners. It is particularly important that this procedure be followed at the beginning of each season.
- Check moving parts such as swing hangers, track rides. Replace worn parts.

CHECK EQUIPMENT WEAR / WEATHERING:

- Check wood for splinters. Sand if needed.
- Check wood for weathering. Wash with a wood brightener and re-stain with deep penetrating semi-transparent stain (check with supplier to ensure product will have no surface coating build up, thin as needed).
- Check metal surfaces for rust or chipped paint. Re-paint.
- Check for broken or missing components (e.g. hand grips, protective barriers, nets). Repair or replace as needed.
- Oil all metallic moving parts monthly during the usage period.
- Check playground stability. Provide anchoring or stabilize as needed.

GENERAL UPKEEP:

- Check for user modifications to the equipment such as strings or ropes tied to the equipment, swings looped over bar, etc. Correct modification.
- Remove plastic swing seats and take indoors or do not use when temperature drops below 32 degrees F.
- Check swing seats, ropes, cables and chains monthly during usage season for evidence of deterioration.

OPERATING INSTRUCTIONS Δ:

Observing the following statements and warnings reduces the likelihood of serious or fatal injury.

- We strongly recommend that you save these instructions for future reference.
- The owner / operator are responsible selecting the location of the playground. We can advise you, but the final choice yours. Place equipment on level ground not less than 6' from any structure or obstruction such as a fence, garage, house, 7' from the end of any of our large slides and all overhead obstructions such as overhanging braches, laundry lines, or electrical wires. More area is required for swing sets, (2 x height of pivot point to the front and back of the playground).
- We strongly recommend adult supervision for children of all ages.
- Do not use this equipment until properly installed.
- Bears Cedar Log Playgrounds are designed to be used simultaneously by up to 10 average 70 lb, 10 year old children per deck.
- Assume an 8' fall height when making safety surfacing choices with Bears Cedar Log Playground equipment unless it is specifically stated otherwise.
- Instruct children not to walk to close to, in front of, behind or between moving items.
- Instruct children not to twist swing chains or ropes or loop them over the top of the support bar since it may reduce the strength of the chain or rope.
- Instruct children to avoid swinging empty seats.
- Teach children to sit in the center of swings with their full weight on the seats.
- Instruct children not to use the equipment in a manner other than intended.
- Instruct children not to get off equipment while it is in motion.
- Dress children appropriately (examples would include the use of well fitting shoes and avoid ponchos, scarfs and other loose fitting clothing that is potentially hazardous while using equipment).
- Instruct children not to climb when equipment is wet.
- Verify that suspended climbing ropes, chain or cable are secure at both ends.
- Verify that suspended climbing ropes, chain or cable cannot be looped back on itself.
- Instruct children not to attach items to the playground equipment that are not specifically designed for se with the equipment, such as, but not limited to, jump ropes, cloths line, pet leashes, cables and chain as they may cause strangulation hazard.

NOTE: Cedar Logs have natural characteristics. Checking (looks like cracks) is something that is trademark with our cedar logs and adds to the uniqueness and character of each playground. This checking does not affect the structural integrity of the playground and is there for not covered by our warranty.

INSTALLATION. If applicable, we will install the equipment listed on the first page of this Contract in a workmanlike manner under the following conditions: A. Your premises will be available without interruption during our normal working hours; B. You understand that the installation will require a clear path accessible by installation equipment into your desired location; C. You will provide us with copies of all required permits; D. You warrant that you (1) requested the equipment and services specified in this Contract for your own use and not for the benefit of any other party, (2) own the premises where the equipment is being installed or that you have the authority to authorize us to install such equipment in the premises, and (3) will comply with all laws, guidelines, codes and regulations pertaining to the equipment we install and the services we provide under this Contract.

REPAIRS AND PARTS REPLACEMENT. At your request we will repair or replace the equipment we provided at our then-prevailing prices after the Limited Warranty expires. At your request we will also repair or replace anything excluded from the Limited Warranty at our then-prevailing prices.

DELAYS. WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE EQUIPMENT OR THE PERFORMANCE OF OUR SERVICES, REGARDLESS OF THE REASON, OR FOR ANY RESULTING CONSEQUENCES.

TIME TO FILE LAWSUIT OR OTHER ACTION. YOU AGREE TO FILE ANY LAWSUIT OR OTHER ACTION YOU MAY HAVE AGAINST US OR OUR AGENTS, OWNERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE LOSS, DAMAGE OR LIABILITY.

1. WE ARE NOT AN INSURER AND YOU WILL OBTAIN FROM AN INSURER ANY INSURANCE YOU DESIRE. THE AMOUNT YOU PAY US IS BASED UPON THE SERVICES WE PERFORM AND THE LIMITED LIABILITY WE ASSUME UNDER THIS CONTRACT AND IS UNRELATED TO THE VALUE OF YOUR PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN YOUR PREMISES. IN THE EVENT OF ANY LOSS OR INJURY TO ANY PERSON OR PROPERTY, YOU AGREE TO LOOK EXCLUSIVELY TO YOUR INSURER TO RECOVER DAMAGES. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR LOSS OR INJURY TO ANY OTHER PERSON.
2. NO LIABILITY; LIMITED LIABILITY. IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM OUR FAILURE TO PERFORM OUR DUTIES UNDER THIS CONTRACT. YOU AGREE THAT WE AND OUR AGENTS, OWNERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OFFICERS AND DIRECTORS ARE EXEMPT FROM LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS CONTRACT. IF IT IS DETERMINED THAT WE OR ANY OF OUR AGENTS, OWNERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OFFICERS AND DIRECTORS ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, YOU AGREE THAT DAMAGES SHALL BE LIMITED TO THE LESSER OF \$1,000 OR THE PRICE YOU PAID US UNDER THIS CONTRACT. THESE AGREED UPON DAMAGES ARE NOT A PENALTY. THEY ARE YOUR SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, PRODUCT FAILURE, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.
3. EXCLUSIVE DAMAGES REMEDY. YOUR EXCLUSIVE DAMAGE AND LIABILITY REMEDIES ARE SET FORTH IN PARAGRAPH 2 ABOVE. WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
4. HOLD HARMLESS. IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED BY ANY OTHER PARTY AGAINST US OR OUR AGENTS, OWNERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS ARISING OUT OF THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS CONTRACT, YOU AGREE TO BE SOLELY RESPONSIBLE FOR, AND TO INDEMNIFY AND HOLD US COMPLETELY HARMLESS FROM, SUCH LAWSUIT OR OTHER CLAIM INCLUDING YOUR PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT. THESE OBLIGATIONS WILL APPLY EVEN IF SUCH LAWSUIT OR OTHER CLAIM ARISES OUT OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, PRODUCT FAILURE, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.
5. OTHER PARTY'S LIMITATION. IF YOU PURCHASED OUR SERVICES OR EQUIPMENT THROUGH ANOTHER BUSINESS OR PERSON, OR FROM US THROUGH A REFERRAL FROM ANOTHER BUSINESS OR PERSON, YOU AGREE THAT SUCH OTHER BUSINESS OR PERSON ACTS SOLELY AS AN INDEPENDENT CONTRACTOR. SUCH BUSINESS OR PERSON SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU FOR THE PERFORMANCE OR NONPERFORMANCE OF THE EQUIPMENT OR SERVICES WE PROVIDE UNDER THIS CONTRACT. WITHOUT LIMITING THE ABOVE, YOU AGREE THAT THE LIABILITY OF SUCH OTHER BUSINESS OR PERSON IS, IN ANY EVENT, LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT. YOU AGREE THAT SUCH BUSINESS OR PERSON AND ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES AND PARENT COMPANIES MAY INVOKE ALL OF OUR RIGHTS UNDER THESE PARAGRAPHS.
6. LIMITED WARRANTY. The residential Owner shall have a lifetime warranty on the structure of the playground. The commercial (i.e. business, school, park, etc...) Owner shall have a three (3) year warranty on the structure of the playground. During the first twenty four (24) months after installation, we will replace any defective piece of equipment (i.e. parts, plastics, barrier nets, accessories, etc...) at no charge to you. We will use new or functionally operative parts for replacements. This limited warranty, is for your benefit only, and may not be enforced by any other person. This limited warranty gives you specific legal rights. The laws of the state where you signed this Contract may also give you additional rights.
7. WARRANTY EXCLUSIONS. We perform warranty services only during our normal working hours. THE LIMITED WARRANTY DOES NOT APPLY IF WE DETERMINE UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE: A. Damage resulting from accidents, theft, Acts of God, natural disasters, labor disputes, war, terrorism, civil strife, alterations or misuse; B. You fail to properly follow the installation, use and maintenance instructions; C. Ordinary maintenance or wear and tear; D. Alterations to the equipment; or E. Alterations to the equipment made at your request, or made necessary by a change to your premises, damage to your premises or for any other cause beyond our control. We will not perform warranty services on any equipment not purchased from and installed by us. Our obligation to provide replacement under this Contract shall be conditioned upon the continued availability of the original part or component from the original manufacturer.
8. NO OTHER WARRANTIES. OTHER THAN THE LIMITED WARRANTY, WE MAKE NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS CONTRACT. YOUR EXCLUSIVE WARRANTY REMEDY IS SET FORTH ABOVE. WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES MAY NOT ALLOW US TO LIMIT THE LENGTH OF AN IMPLIED WARRANTY OR TO EXCLUDE OR LIMIT INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.
9. ENTIRE AGREEMENT. THIS CONTRACT CONSTITUTES OUR ENTIRE AGREEMENT. BY SIGNING IT YOU ADMIT THAT YOU ARE NOT RELYING ON OUR ADVICE OR ADVERTISEMENTS. YOU AGREE THAT YOU AND WE ARE NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS CONTRACT. THE TERMS AND CONDITIONS OF THIS CONTRACT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION. THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL GOVERN EVEN IF YOU SUBMITTED A PURCHASE ORDER OR OTHER DOCUMENT WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS. IF A COURT DETERMINES THAT ANY PROVISION OF THIS AGREEMENT IS INVALID OR UNENFORCEABLE, THAT PROVISION SHALL BE DEEMED AMENDED AND ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY STATE LAW, HOWEVER, EACH AND EVERY OTHER PROVISION OF THIS AGREEMENT SHALL CONTINUE TO BE VALID AND ENFORCEABLE.



BEARS PLAYGROUNDS

7625 E. Main Rd., (Routes 5 & 20) Lima NY 14485
(585) 624-5694, 1-877-807-PLAY, fax 585-624-7590
E-mail: info@bearsplaygrounds.com
1-28-09

STATEMENT OF COMPLIANCE:

WHEN PROPERLY INSTALLED, BEARS CEDAR LOG
PLAYGROUND ARE DESIGNED TO MEET CPSC 325 AND ASTM
1487.

Operating Instructions *Observing the following statements and warnings reduces the likelihood of serious or fatal injury.*

- We strongly recommend that you save these instructions for future reference.
- Bears Custom Commercial playgrounds are intended for up to 10 average size, 70 lb., 10 year old children at one time. Each design is specifically tailored for ages 2-5, 5-12, or 2-12. Bears always recommends separate, age appropriate, structures for ages 2-5 and for 5-12.
- Bears Home Use Playgrounds are intended for simultaneous use for up to 6 occupants, 18 months – 10 years old. (120 lbs. each.). Placement of a Bears Home use playground in any public setting constitutes a misuse of the product. (See “upgrades for tougher environments in the product catalog).
- The owner / operator is responsible selecting the location of the playground. We can advise you, but the final choice yours. Place equipment on level ground not less than 6’ and or twice the height of the swing set pivot point, from any structure or obstruction such as a fence, garage, house, overhanging branches, laundry lines, or electrical wires.
- The Property owner must prevent children from using the equipment until properly and completely installed with safety surfacing.
- We strongly recommend on site adult supervision for children of all ages.
- **WARNING:** Make certain that the playground is clearly visible for proper supervision.
- **WARNING:** Northern exposures and shaded areas provide less exposure to the sun which can heat up surfaces such as slides and cause discomfort or burns.
- Do not use this equipment until properly installed.
- Assume an 8’ fall height when making safety surfacing choices with Bears Cedar Log Playground equipment unless it is specifically stated otherwise.
- **WARNING:** Instruct children not to walk to close to, in front of, behind or between moving items.
- **WARNING:** Instruct children not to twist swing chains or ropes or loop them over the top of the support bar since it may reduce the strength of the chain or rope.
- **WARNING:** Instruct children to avoid swinging empty seats.
- **WARNING:** Teach children to sit in the center of swings with their full weight on the seats.
- **WARNING:** Instruct children not to use the equipment in a manner other than intended.
- **WARNING:** Instruct children not to get off equipment while it is in motion.
- **WARNING:** Dress children appropriately (examples would include the use of well fitting shoes and avoid ponchos, scarf’s, hooded sweat shirts, draw strings and other loose fitting clothing that is potentially hazardous while using equipment).
- **WARNING:** Never allow a child to wear a bicycle or any other type of helmet when using the playground. _ ese can present a serious strangulation hazard to children.
- **WARNING:** Instruct children not to climb when equipment is wet.
- **WARNING:** Verify that suspended climbing ropes, chain or cable are secure at both end, or cable cannot be looped back on itself...
- **WARNING:** Instruct children not to attach items to the playground equipment that are not specifically designed for use with the equipment, such as, but not limited to, jump ropes, cloths line, pet leashes, cables and chain as they may cause a strangulation hazard.
- **WARNING:** Never allow a child to climb out onto the Swing Beam or up the A-Frame Support or onto a Roof or any other surface not intended for climbing.
- Cut off protruding bolts, smooth over all sharp points or edges, and close open “S” hooks. Check for openings.



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 1-28-09

MAINTENANCE INSTRUCTIONS & CHECK LIST: because the safety of this playground equipment and it's suitability for use depend upon good inspection and maintenance, this check list should be strictly followed, in a systematic manner by personnel familiar with the playground. Make copies of this check list and save for your records after each inspection. Completed by _____ Date _____	Dailey or before each use	At the beginning of each play season.	Twice per Month during the play season	Once per month during the play season.	At the end of each play season.	Initial This Box when Complete
<i>Safety Surfacing: The owner / operator is responsible to ensure that there is adequate safety surfacing, both depth and the size of the area or "Use Zone". Do not install playground over concrete, asphalt, packed earth, grass, carpet or any other hard surface. A fall onto a hard surface can result in serious injury to the equipment user. Check for adequate protective surfacing under and around it and the surfacing materials have not deteriorated. As a general rule Bears Playgrounds requires 8" of our Certified Wooden Playground Mulch or 6" of Rubber Mulch. Loose - fill surfacing material have no foreign objects or debris. Clear debris. Loose fill materials are not too compacted = rake and fluff. Loose fill materials have not been displaced in heavy use areas. Rake in wear areas, install wear mats. Check for trip hazards or environmental obstacles in the use zone.</i>						
Follow the above recommendations on safety surfacing.	X	X	X	X	X	
Check for user modifications to the equipment such as strings or ropes tied to the equipment, swings looped over the bar, etc. Correct modifications.	X					
Check all safety net barriers. Grommets, nets (for rips or tears), fasteners of all types, grommets. Get replacement nets from the manufacturer.	X	X	X			
Check for clothing entanglement hazards, such as open S-Hooks, protruding bolts.	X	X	X			
Tighten all nuts and bolt, and other hardware for as required.	X	X	X			
Oil all metallic moving parts		X		X		
Check for missing or damaged protective coverings on bolts, pipes, edges, and corners. Replace if they are loose, cracked, or missing.		X	X			
Check swing seats, ropes, cables, and chains for wear, rust, or deterioration. Replace as needed.		X		X		
Check for missing or broken components (e.g. hand grips, protective barriers, nets). Repair or replace as needed.		X		X		
Check to ensure no crush and shear points or exposed moving parts.		X	X			
Check all wood members for splinters. Sand down splinters, re-stain, especially at the beginning of each season.	X	X				
Check metal parts for rust. If found, sand and repaint using a non-lead-based paint meeting the requirements of Title 16 CFR Part 1303		X				
Replace any plastic parts, such as swing seats, that were removed in the cold season.		X				
Remove plastic swing seats and take indoors or do not use when temperature drops below 32 degrees F.					X	
Check playground stability. Provide anchoring or stabilize as needed.		X				



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1-28-09

Cedar Log Playground Product Warranty

Bears Playground Equipment is second to none. Being a family owned and operated business, our name is at stake every time one of these stunningly beautiful playgrounds leaves our factory. You can count on us to provide you with a play structure that lives up to the reputation that we have earned. It is also re-assuring to know that if by chance your problem is not covered by our warranty that replacement parts are priced very reasonably. This warranty provides you with peace of mind that you will be taken care of. Simply return the part you wish replaced to Bears for inspection, and we will provide you a replacement. **LIMITED LIFETIME STRUCTURAL WARRANTY FOR YOUR HOME USE PLAYGROUND (3 Years on Log Playgrounds in Light Commercial Environments). 2 YEAR WARRANTY ON PARTS, MOVING PARTS, PLASTICS, BARRIER NETS, TARP ROOFS, OPTIONS AND ACCESSORIES. (1 Year on Log Playgrounds in Light Commercial Environments).** **TERMS & CONDITIONS:** warranty as stated above is valid only if installed in conformity with the installation instructions. Cedar Logs have natural characteristics. Checking (looks like cracks) is something that is trademark with our cedar logs and adds to the uniqueness and character of each playground. This checking does not effect the structural integrity of the playground and is therefore not covered by our warranty. All parts are subject to normal use, no unusual stresses i.e. encounters with lawn mowers, weed wacker, fires, lightning bolts and other acts of god, misuse, neglect, accident, vandalism, etc. This warranty does not cover cosmetic issues, i.e. scratches, dents, fading, weathering, light surface rust. This warranty is exclusive and is in lieu of all other warranties, whether expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Bears Playgrounds shall not be liable for any direct, indirect, special, incidental or consequential damages, which are excluded from this sale.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID # BEARS-1 DATE (MM/DD/YYYY) 01/26/09


PRODUCER Avon Insurance Agency 9 Park Place Avon NY 14414-1099 Phone: 585-226-2440 Fax: 585-226-2931	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Bears Management Inc. Bears Management Group Inc. Danny Bears 7265 E Main Street Lima NY 14485	INSURER A: Dryden Mutual Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	C0918659	06/14/08	06/14/09	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ INCLUDED
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ INCLUDED
X		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PCA0100707520	12/01/08	12/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		Property Section	C0918659	06/14/08	06/14/09	Contents	120,000
A		Contractors Equip	C0918659	06/14/08	06/14/09	Equipment	101,740

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER State of West Virginia Dept. of Administration Purchasing Division-POB 50130 2019 Washington St. East Charleston WV 25305-0130	STATE13	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID PB
BEARS-1

DATE (MM/DD/YYYY)
01/26/09

PRODUCER Avon Insurance Agency 9 Park Place Avon NY 14414-1099 Phone: 585-226-2440 Fax: 585-226-2931	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Bears Management Inc. Bears Management Group Inc. Danny Bears 7265 E Main Street Lima NY 14485	INSURER A: Dryden Mutual Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	C0918659	06/14/08	06/14/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ INCLUDED
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ INCLUDED
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
X		AUTOMOBILE LIABILITY	PCA0100707520	12/01/08	12/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		Property Section	C0918659	06/14/08	06/14/09	Contents	120,000
A		Contractors Equip	C0918659	06/14/08	06/14/09	Equipment	101,740

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS


CERTIFICATE HOLDER

STATE 13

State of West Virginia
 Dept. of Administration
 Purchasing Division-POB 50130
 2019 Washington St. East
 Charleston WV 25305-0130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE




New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

100 CHESTNUT STREET - SUITE 1000, ROCHESTER, NEW YORK 14604
Phone: (585) 258-2089

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

BEARS MANAGEMENT GROUP INC T/A
OUTDOOR PLAY PRODUCTS UNLIMITED
7625 EAST MAIN RD
LIMA NY 14485

POLICYHOLDER
BEARS MANAGEMENT GROUP INC T/A
OUTDOOR PLAY PRODUCTS UNLIMITED
7625 EAST MAIN RD
LIMA NY 14485

CERTIFICATE HOLDER
STATE OF WEST VIRGINIA
DEPT OF ADMINISTRATION
2019 WASHINGTON ST EAST
CHARLESTON VA 25305

POLICY NUMBER R 1311 565-4	CERTIFICATE NUMBER 495432	PERIOD COVERED BY THIS CERTIFICATE 01/01/2005 TO 01/01/2010	DATE 1/26/2009
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1311 565-4 UNTIL 01/01/2010, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 01/01/2010 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 1059324890

BID BOND

BEARS KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, BEARS MANAGEMENT GROUP INC. DBA PLAYGROUNDS of 7625 E. MAIN RD., LIMA, NY 14485 as Principal, and WESTERN SURETY COMPANY of PO BOX 5077, SIOUX FALLS, SD 57117 a corporation organized and existing under the laws of the State of SOUTH DAKOTA with its principal office in the City of SIOUX FALLS as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of FIVE PERCENT OF AMOUNT BID (\$ -- 5% --) 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 MANUFACTURING & INSTALLING PLAYGROUND EQUIPMENT AT WATOGA STATE PARK

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 26TH day of JANUARY, 2009.

Principal Corporate Seal

BEARS MANAGEMENT GROUP INC.
DBA BEARS PLAYGROUNDS
(Name of Principal)

By [Signature]
(Must be President or Vice President)

(Title)

Surety Corporate Seal

WESTERN SURETY COMPANY
(Name of Surety)

[Signature]
Attorney-in-Fact
CAROL ALDRICH

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF _____
COUNTY OF _____ } ss

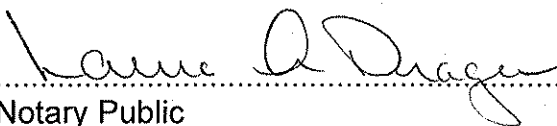
On the ____ day of _____, 20__ before me personally appeared _____ to be known, who, being by me duly sworn, did depose and say; that he/she resides at _____, that he/she is the _____ of _____ the corporation described in and which executed the within instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

.....
Notary Public

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK
COUNTY OF MONROE } ss

On this 26TH day of JANUARY, 2009 before me personally came CAROL ALDRICH to me known, who, being by me duly sworn, did depose and say; that he/she resides in ROCHESTER, NY; that he/she is the ATTORNEY-IN-FACT of WESTERN SURETY COMPANY the corporation described in and which executed the within instrument; and that he/she signed her/his name thereto by order of the Board of Directors of said corporation.


.....
Notary Public

LAURA A. DRAGER
Notary Public, State of New York
No. 01DR4973024
Qualified in Monroe County
Commission Expires Oct. 9, 2010

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Andrew J Meloni, Shelley G Pasinski, Carol Aldrich, Matthew Riedinger, Cristina Miller, Individually

of Rochester, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of August, 2008.



WESTERN SURETY COMPANY

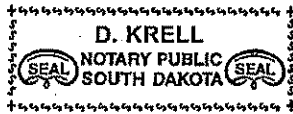
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of August, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26TH day of JANUARY, 2009.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Condition and Affairs
December 31, 2007

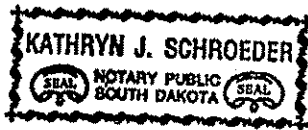
ASSETS

Bonds	\$921,938,370
Stocks	20,250,435
Cash and short-term investments	41,487,866
Uncollected premiums and agents' balances	37,141,595
Amounts recoverable from reinsurers	638,013
Funds held by or deposited with reinsured companies	31,119,059
Federal income tax recoverable	1,153,773
Net deferred tax asset	16,092,420
Electronic data processing equipment and software	910,607
Investment income due and accrued	11,862,323
Other assets	<u>1,179,869</u>
Total Assets	<u>\$1,083,774,330</u>

LIABILITIES AND SURPLUS

Losses		\$244,324,775
Reinsurance payable on paid loss and loss adjustment expenses		0
Loss adjustment expense		63,019,064
Contingent and other commissions payable		5,024,665
Other expense		19,014,635
Taxes, licenses and fees		3,097,450
Unearned premiums		251,677,091
Retroactive reinsurance reserve assumed		10,283,292
Other liabilities		<u>45,108,485</u>
Total Liabilities		641,549,457
Surplus Account:		
Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	176,435,232	
Unassigned funds	261,789,641	
Surplus as regards policyholders		\$442,224,873
Total Liabilities and Capital		<u>\$1,083,774,330</u>

I, Philip E. Lundy, Vice President and Treasurer of Western Surety Company hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2007, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company

By Philip E. Lundy
Vice President, Treasurer

Subscribed and sworn to me this 28th day of February, 2008.

My commission expires:

KATHRYN J. SCHROEDER
My Commission Expires 7-21-2009

Kathryn J. Schroeder
Notary Public