



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

Header 4



General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 566626

Procurement Type: Central Purchase Order

Vendor ID: VS0000019102

Legal Name: GT Grandstands, Inc.

Alias/DBA:

Total Bid: \$200,755.18

Response Date: 05/29/2019

Response Time: 12:27

SO Doc Code: CRFQ

SO Dept: 0403

SO Doc ID: DBS1900000008

Published Date: 5/17/19

Close Date: 5/29/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum #2 WV School for the Deaf & Blind ADA Playground

Total of Header Attachments: 4

Total of All Attachments: 4



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 566626

Solicitation Description : Addendum #2 WV School for the Deaf & Blind ADA Playground

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-05-29 13:30:00	SR 0403 ESR05291900000005506	1

VENDOR
VS0000019102 GT Grandstands, Inc.

Solicitation Number: CRFQ 0403 DBS1900000008

Total Bid : \$200,755.18

Response Date: 2019-05-29

Response Time: 12:27:31

Comments:

FOR INFORMATION CONTACT THE BUYER
 Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Playground System				\$200,755.18

Comm Code	Manufacturer	Specification	Model #
49221532			

Extended Description :	WVSDB ADA Playground
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GT Grandstands
544 Chestnut St.
Chatanooga, TN 37402

QUOTE
#141508

05/29/2019

WVSDB ADA Playground Bid - CRFQ DBS 1900000003

West Virginia School for the Deaf and Blind
 Attn: Mark Gandolfi
 301 East Main Street
 Romney, WV 26757
 Phone: 304-822-4810
 mgandolfi@k12.wv.us

Project #: P92216
 Ship To Zip: 26757

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape 5-12 Yr Old Modular Ramped Structure (per drawing)	\$85,740.86	\$85,740.86
		(1) 5258RP -- Custom Braille/Clock Panel		
		(1) 5257RP -- Sign Language Panel		
		(1) 178749 -- Owner's Kit		
		(1) 90179 -- Ada Crow'S Nest W/Solid Steer Wheel		
		(1) 91146 -- Entryway - Guardrail		
		(1) 80691 -- 90 Deg Caterpillar Attach		
		(2) 80689 -- Handhold Package		
		(1) 4670 -- Up & On Gold Sensor Package		
		(1) 16803 -- Ada Wide Triangular Platform		
		(1) 16818 -- Trapezoid Deck		
		(2) 80687 -- Handhold/Kick Plate Pkg		
		(1) 90507 -- 2'-6"/3' Rumble & Roll Zip Slide		
		(2) 16465 -- Slide Transfer (Ada)		
		(1) 90673 -- Ramp (Guardrail)		
		(2) 90674 -- Std Access Ramp Link 3 Dk Gr		
		(1) 3900 -- Spin Chimes 20" 2S		
		(1) 91365 -- Sensory Wave Panel w/ stained glass		
		(1) 3952 -- Twist Bearing 20" 2S		
		(1) 3940 -- Giggler 12" 2S		
		(1) 91471 -- 1' Sensory Wave Ramp Att. II		
		(1) 90817 -- 2' Ada Hex Dk W/Shadow Play Flower		
		(1) 90816 -- 1' Ada Hex Dk W/Shadow Play Flower		
		(1) 90425 -- Letters Maze Above Deck		
		(1) 80835 -- Zoo Panel Encl		
		(1) 90182 -- Ada Crow'S Nest W/ Thunderring		
		(1) 91209 -- Climber Entryway - Barrier		
		(1) 90251 -- 3' Leaning Wall Climber		
		(1) 90579 -- Double Swerve Slide		
		(1) 90021 -- 2'-0" Transfer System W/ Barrier		



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Quantity	Stock ID	Description	Unit Price	Amount
		(3) 16700 -- Ada49"Sq Punch Steel Deck		
		(1) 91457 -- Sensory Wave Entryway		
		(1) 90366 -- Sloped Funnel Climber W/Barrier		
		(1) 91374 -- PS Sensory Wave Up & On (3' & 3'6")		
		(1) 3951 -- Roller Balls 20" 2S		
		(1) 3945 -- Rain 12" 2S		
		(1) 91459 -- Sensory Wave Rock N Raft		
		(1) 32022 -- Hex Pod Step (1')		
		(1) 91208 -- Climber Entryway - Guardrail		
		(1) 4847 -- Hypno Wheel Ass'Y		
		(1) 4842 -- Echo Chamber Ass'Y		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 90530 -- 2'2'-6" Little Foot Slide W/Encl		
		(4) G90262 -- 4' Upright, Galv		
		(3) G90266 -- 8' Upright, Galv		
		(6) 90266 -- 8' Upright, Alum		
		(2) 90267 -- 9' Upright, Alum		
		(4) 90269 -- 11' Upright, Alum		
		(2) 90268 -- 10' Upright, Alum		
		(7) 90265 -- 7' Upright, Alum		
		(3) G90265 -- 7' Upright, Galv		
		(2) 90264 -- 6' Upright, Alum		
		(2) G90267 -- 9' Upright, Galv		
1	4677	GameTime - Melody Chimes	\$4,979.01	\$4,979.01
1	5055	GameTime - Merry-Go-All	\$4,810.08	\$4,810.08
1	3249	GameTime - Harmonic Chimes (set of 7)	\$6,332.16	\$6,332.16
1	3259	GameTime - Concert Trio	\$3,778.15	\$3,778.15
1	INSTALL	MISC - Installation - <i>*If issues arise with the old concrete footing during installation, additional charges may apply.</i>	\$24,250.00	\$24,250.00



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Quantity	Part #	Description	Unit Price	Amount
3350	PIP	GT-Impax - Poured-in-Place Safety Surfacing; per sq. ft. - Includes: - Materials: 3,350 sq. ft. PIP surfacing - 50% standard color - 50% black - 2" thick for 5' CFH - 4" stone sub base - Security - Dumpster - Freight - Installation Standard Warranty for PIP is 5 Years	\$14.92	\$49,982.00
225	INSTALL	MISC - Concrete Curbing (per LF) - <u>Approximately 225 lf</u> - Supply and pour curbing; 6" wide x 10" tall, to be recessed in the ground as much or as little as required. Will try to make everything as flush as possible. - 4000 PSI fiber reinforced concrete. No rebar included in pricing. - Gravel sub base as-needed. - Top edges to be rounded as directed by Cunningham/Customer.	\$29.00	\$6,525.00
1	INSTALL	MISC - Drainage to Daylight - <i>Perforated, corrugated 4" (inch) drain pipe; approximately 60' in length. Wrapped in fabric and surrounded by gravel. Daylighted on lower side of play area.</i>	\$725.00	\$725.00
1	INSTALL	MISC - Site Prep - - Site prep to include excavation for surfacing, grading the site, building a slight grassy berm on the top of the side of the area. - Includes moving excavated dirt to the dump site on campus as-needed. - Does not include supplying any fill dirt (if needed).	\$950.00	\$950.00
1	BONDS	MISC - Performance & Payment Bond	\$5,025.00	\$5,025.00



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WVSDB ADA Playground Bid - CRFQ DBS 1900000003

Quantity	Part #	Description	Unit Price	Amount
1	14928	GameTime - NDS Inclusive Play Sign Package		

* Site must be clear, level, free of obstructions, and accessible.

SubTotal: \$193,097.26

Freight: \$7,657.92

* Taxes, if applicable, to be applied at the time of invoice. Please provide a copy of your tax exempt certificate.

Total Amount: \$200,755.18

U.S. COMMUNITIES CONTRACT - TERMS & CONDITIONS:

- **LEAD AGENCY:** City of Charlotte, NC - RFP No. 269-2017-028, awarded 5/08/2017.
- **AWARDEE (VENDOR):** Playcore Wisconsin, Inc d/b/a GameTime
- **CONTRACT NUMBER:** 2017001134
- **TERM OF CONTRACT:** 7/01/17 to 7/01/22 (5 years).
- **PRICING:** Varies. Refer to Discount Schedule and Price Lists (Contract Exhibit A). USC Contract pricing is valid through December 31, of each calendar year. Pricing is subject to change with lead agency approval and contract amendment. Request updated pricing when purchasing from quotes more than 30 days old.
- **VOLUME DISCOUNTS:** Large purchases are eligible for additional discounts as follows: 5% when the net US Communities discounted total for standard GameTime play structure components is \$50,000 to \$75,000; 10% when that total is \$75,000 to \$100,000 and 15% when that total exceeds \$100,000.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **MINIMUM ORDER:** All purchases, \$500.00 with one exception for replacement parts.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



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QUOTE
#141508

05/29/2019

WVSDB ADA Playground Bid - CRFQ DBS 1900000003

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$200,755.18**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature



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05/29/2019

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BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

West Virginia School for the Deaf and Blind

Design • Build • PLAY!



Alternate View



ADA Crow's Nest with Gizmo



Rock N Raft



Back View



Side View



Sensory Wave



Concert Trio



Adaptive Switch



Shadow Play



Harmonic Chimes



Melody Chimes



Merry-Go-All



Custom Sign Language Panel



Custom Double Sided Braille/Clock Panel



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WV School for the Deaf & Blind ADA Playground

5/28/2019

PowerScape Specifications

General System Specifications:

PowerScape® features 5" O.D. uprights with a positive bolt-through TRU-LOC fastening system. The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. PowerScape® is a direct bolt system NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entryway or archway to control deck access to one child at a time and help prevent inadvertent falls.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON TRU-LOCKS AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-11.

General Specifications of Materials

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Punched Steel & Coated Deck Components:

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC



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coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

CROW'S NEST

Shall have a minimum surface area of 501 square inches. The deck shall be fabricated in conformance with the punched steel specifications outlined herein. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with the intermediate supports fabricated from 1/8" x 2-1/2" hot rolled steel. The deck shall be a one-piece welded assembly.

Panels:

SOLID STEERING WHEEL

The steering wheel is formed of solid 13 gauge aluminum with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein. The solid steering wheel is 12-5/8" in diameter. The steering wheel is assembled to an all welded powdercoated steel bracket and utilizes a bronze bearing for smooth turning.

General Specifications of Materials

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

METAL GUARDRAIL ENTRYWAY

The Guardrail Entryway shall be fabricated of 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and a 3/16" Hot Rolled Mounting Tab. The Guardrail Entryway shall be an all welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Punched Steel & Coated Deck Components:

DECKS, WIDE TRIANGLE

The wide triangle deck shall be fabricated in conformance with the punched steel specifications outlined herein. Corner supports shall be fabricated from 1/4" x 3-1/2" hot rolled steel. Intermediate supports shall be welded at the intersections forming a rigid support grid underneath the deck surface. The deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating in accordance with the specifications herein. Each wide triangle deck shall be directly bolted to the upright posts with six 3/8" diameter button-pin-in-head, hex socket cap screws in accordance with the hardware specifications herein.

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or



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exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

TRAPEZOID DECK

Shall have a minimum surface area of 2,816 square inches, maintaining a full 49" center to center spacing between the upright posts on three sides and 69 5/16" center to center spacing on the wide side. The Trapezoid deck shall be fabricated in conformance with the punched steel specifications outlined herein. The corner supports shall be fabricated from .120" (11 gauge) x 3-3/8" P&O hot rolled flat steel. Intermediate supports, fabricated from .120" (11 gauge) x 2-1/2" P&O hot rolled flat steel, shall be notched and welded at the intersections forming a rigid support grid underneath the entire deck surface. The Trapezoid deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating in accordance with the specifications herein. The Trapezoid deck shall be directly bolted to the upright posts with eight 3/8" diameter button-pin-in-head, hex socket cap screws in accordance with the hardware specifications herein.

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

General Specifications of Materials

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

Slides:

ZIP SLIDES (SINGLE & DOUBLE BEDWAY, AND RUMBLE & ROLL)

Zip Slides and hoods shall be color impregnated linear low-density polyethylene and shall conform to the rotationally molded specifications outlined herein with double wall construction molded to a minimum .25" wall thickness. Single bedway Zip Slides shall have a minimum inside bed width of 17.5" while double bedway Zip Slides shall have a minimum inside bed width of 16.5" on each bedway. Outside rails are at least 7" high when measured from the centerline of the bedway surface. The angle of descent shall be no



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greater than 50°. Each Zip Slide works in conjunction with a rotationally molded hood that has an integrated cross bar which force users to a seated position. The exit section of the bedway shall have a minimum 40" radius for a smooth transition from the slide chute to the run-out area. The run-out shall be angled at a maximum of 4° with an integrated drain at 5° to reduce pooling of water. Zip Slides bolt directly to the deck and to the slide hood.

Punched Steel & Coated Deck Components:

SLIDE TRANSFER

The Platform shall each be made from 11 gauge punched steel with a protective p&o finish in conformance with the specifications outlined herein. The Platform and Steps shall each be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. Handrails shall be all-welded assemblies, fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing, and shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

General Specifications of Materials

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Punched Steel & Coated Deck Components:

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

General Specifications of Materials

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.



A PLAYCORE Company

Punched Steel & Coated Deck Components:

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

Ramps/Connecting Walks:

RAMPS/CONNECTING WALKS WITH 6" AND 12" INCLINE

The ramp shall be fabricated from punched steel in conformance with the specifications outlined herein. The ramp frame shall be fabricated from 3/8" x 3-1/2" hot rolled steel. The ramp section shall be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. Handrails shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and 2" square x 3/16" wall tubing outer frame, with vertical members fabricated of 1- 1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing. The handrails shall be an all welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

General Specifications of Materials

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Punched Steel & Coated Deck Components:

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

Ramps/Connecting Walks:

RAMPS/CONNECTING WALKS WITH 6" AND 12" INCLINE



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The ramp shall be fabricated from punched steel in conformance with the specifications outlined herein. The ramp frame shall be fabricated from 3/8" x 3-1/2" hot rolled steel. The ramp section shall be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. Handrails shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and 2" square x 3/16" wall tubing outer frame, with vertical members fabricated of 1- 1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing. The handrails shall be an all welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

Panels:

DECORATIVE PANEL

Shall be 2-1/2" thick, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein.

General Specifications of Materials

ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

GT Events Specifications

General System Specifications:

The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. GT Events are direct bolt products NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON POWERLOCK AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-07ae1.

Symphony

MELODY CHIMES

MELODY CHIMES FRONT HDPE PANEL AND MELODY CHIMES BACK HDPE PANEL: The HDPE pieces shall be made from 3/4" thick (solid) high density, UV-stabilized and color impregnated polyethylene.



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MELODY CHIMES INSTRUMENT INSERT: Shall be constructed of anodized aluminum chimes, plastic slats, and 3/8" thick pvc sheet.

MELODY CHIMES SUPPORT ASSEMBLY: Shall be an all welded construction fabricated from 2-3/8" O.D. x .095" (13 gauge) wall galvanized steel tubing, 1/4" thick laser cut plate, and 3-1/2" O.D. X .095" (13 gauge) wall galvanized steel tubing. The Melody Chimes Support Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with specifications outlined herein.

MELODY CHIMES SPACER: Shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and threaded insert. The Melody Chimes Spacer shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with specifications outlined herein.

MALLET PACKAGE: Shall be an all plastic construction with stainless steel hardware.

POWDER COAT FINISH: Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. NOTE: All weights are based on average comparisons of each part.

SPECIFICATIONS: GAMETIME® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

HARMONIC CHIMES

HARMONIC CHIMES :

Each chime is made with heavy duty, anodized aluminum. Each instrument is supplied with four durable mallets with coated steel cables.

SPECIFICATIONS: GAMETIME® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

CONCERT TRIO

CONCERT TRIO FRONT HDPE PANEL AND CONCERT TRIO BACK HDPE PANEL: Shall be 3/4" thick high-density polyethylene.

CONCERT TRIO 6, CONCERT TRIO 8, AND CONCERT TRIO 10: Shall be constructed of 6" plastic pipe, 8", and 10" plastic pipe, and molded plastic lid.

CONCERT TRIO RING ASSEMBLY: Shall be an all welded construction fabricated from 3-1/2" O.D. X .095" (13 gauge) wall galvanized steel tubing and 1/4" thick laser cut steel. The Concert Trio Ring Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with specifications outlined herein.



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CONCERT TRIO UPRIGHT SUPPORT: Shall be an all welded construction fabricated from 3-1/2" O.D. X .095" (13 gauge) wall galvanized steel tubing and 1/4" thick laser cut steel. The Concert Trio Upright Support shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with specifications outlined herein.

SPACER WITH INSERTS: Shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and 1.120" threaded insert. The Spacer shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with specifications outlined herein.

POWDER COAT FINISH: Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. NOTE: All weights are based on average comparisons of each part.

Sensory Wave Sensors

SPIN CHIMES

Spin Chime: The Spin Chime shall be fabricated from 11 Ga/ steel tab, purchased stainless steel shaft, purchased encapsulated stainless steel bearings, and 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing which shall be coated in TGIC polyester powder coating as specified herein.

Spin Chime Panel: The Spin Chime Panel shall be fabricated from 3/4" high density polyethylene.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

POWDER COAT FINISH: Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68),

SPECIFICATIONS: GAMETIME® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

PowerScape Specifications



A PLAYCORE Company

General System Specifications:

PowerScape® features 5" O.D. uprights with a positive bolt-through TRU-LOC fastening system. The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. PowerScape® is a direct bolt system NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entryway or archway to control deck access to one child at a time and help prevent inadvertent falls.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON TRU-LOCKS AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-11.

Panels:

SENSORY WAVE PANEL W/ WINDOW

The enclosure weld assembly shall be fabricated from 14 gauge (.083") galvanized punched steel and the panel frame shall be fabricated from 1-5/16" x 14 gauge (.083") wall and 1-1/16" x 15 gauge (.075") wall galvanized steel tubing. The enclosure weld assembly shall be powder coated after fabrication with a custom formula of TGIC polyester in conformance with the specifications outlined herein. The enclosure HDPE panels shall be made from 1/2" thick (solid) high density, UV-stabilized and color impregnated polyethylene.

COLORED WINDOW: The colored window shall be fabricated from 1/4" thick polycarbonate.

GT Events Specifications

General System Specifications:

The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. GT Events are direct bolt products NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS



A PLAYCORE Company

- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON POWERLOCK AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-07ae1.

Sensory Wave Sensors

TWIST BEARING

Twist Bearing: The Twist Bearing shall be fabricated from 1/2" high density polyethylene and 3/16" thick UV inhibitive acrylic with 4.5mm stainless steel balls.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

SPECIFICATIONS: GAMETIME® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

GIGGLER

Giggler: The Giggler shall be fabricated from 1/2" high density polyethylene with electronic components housed in water tight low density polyethylene housing.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

SPECIFICATIONS: GAMETIME® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

PowerScape Specifications

General System Specifications:

PowerScape® features 5" O.D. uprights with a positive bolt-through TRU-LOC fastening system. The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. PowerScape® is a direct bolt system NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entryway or archway to control deck access to one child at a time and help prevent inadvertent falls.



A PLAYCORE Company

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON TRU-LOCKS AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-11.

Ramps/Connecting Walks:

SENSORY RAMP ATTACHMENT

The ramp shall be fabricated from punched steel in conformance with the specifications outlined herein. The ramp sections shall be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. The Ramp Weld Assembly shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with vertical members fabricated of 1- 1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing and 14 gauge punched still with protective p&o finish. The handrails shall be an all welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein. The Hand Hold shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and 1- 1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing with 3/16" x 2" hot rolled steel tabs. The ramp support shall be fabricated from 3/16" x 3" hot rolled steel with 3/16" x 2 1/2" x 4 1/2" stainless steel formed mounting tabs. The Support pipe shall be fabricated from 2 3/8" O.D x .095 light wall galvanized steel pipe. The ramp trim shall be made from 3/4" thick (solid) high density, UV-stabilized and color impregnated polyethylene.

Spin Chime: The Spin Chime shall be fabricated from 11 Ga/ steel tab, purchased stainless steel shaft, purchased encapsulated stainless steel bearings, and 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing which shall be coated in TGIC polyester powder coating as specified herein.

Spin Chime Panel: The Spin Chime Panel shall be fabricated from 3/4" high density polyethylene.

Window: The colored window shall be fabricated from 1/4" thick polycarbonate.

Punched Steel & Coated Deck Components:

HEX DECK W SHADOW PLAY FLOWER DECK

Shall have a minimum surface area of 1,039 square inches, maintaining a full 49" center to center spacing on the upright posts. The triangular platform shall be fabricated in conformance with the punched steel specifications outlined herein. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with corner supports fabricated from 1/4" x 3-1/2" hot rolled steel. Intermediate supports, fabricated from 1/8" x 2-1/2" hot rolled steel, shall be welded at the intersections forming a rigid support grid underneath the deck surface. The deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating in accordance with the specifications herein. Each triangular deck shall be directly bolted to the upright posts with six 3/8" diameter button-pin-in-head, hex socket cap screws in accordance with the hardware specifications herein.

SHADOW PLAY FLOWER

The bearing system shall be fabricated from 5.500" o.d. x .500" wall D.O.M. MEC. tube and 3/16" H.R. steel plate. Two bearings shall be press fit into the weld assembly. Hub Bearing shall be an all welded assembly and shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.



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The top weld assembly shall be constructed 5" O.D. L.W. galvanized pipe, formed 1 ¼" L.W. galvanized pipe (1.66 O.D.), The Overhead Assembly shall be welded constructions and coated with a custom formula of TGIC polyester powder coating after fabrication.

The transparent acrylic panels shall be Transparent Acrylic Panels shall be manufactured from ¼" thick "ACRYCAST CELL CAST ACRYLIC SHEET" produced to precise specifications.

General Specifications of Materials

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Punched Steel & Coated Deck Components:

HEX DECK W SHADOW PLAY FLOWER DECK

Shall have a minimum surface area of 1,039 square inches, maintaining a full 49" center to center spacing on the upright posts. The triangular platform shall be fabricated in conformance with the punched steel specifications outlined herein. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with corner supports fabricated from 1/4" x 3-1/2" hot rolled steel. Intermediate supports, fabricated from 1/8" x 2-1/2" hot rolled steel, shall be welded at the intersections forming a rigid support grid underneath the deck surface. The deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating in accordance with the specifications herein. Each triangular deck shall be directly bolted to the upright posts with six 3/8" diameter button-pin-in-head, hex socket cap screws in accordance with the hardware specifications herein.

SHADOW PLAY FLOWER

The bearing system shall be fabricated from 5.500" o.d. x .500" wall D.O.M. MEC. tube and 3/16" H.R. steel plate. Two bearings shall be press fit into the weld assembly. Hub Bearing shall be an all welded assembly and shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.



A PLAYCORE Company

The top weld assembly shall be constructed 5" O.D. L.W. galvanized pipe, formed 1 ¼" L.W. galvanized pipe (1.66 O.D.), The Overhead Assembly shall be welded constructions and coated with a custom formula of TGIC polyester powder coating after fabrication.

The transparent acrylic panels shall be Transparent Acrylic Panels shall be manufactured from ¼" thick "ACRYCAST CELL CAST ACRYLIC SHEET" produced to precise specifications.

General Specifications of Materials

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Panels:

ALPHA MAZE

ALPHA MAZE - Panel shall be color-impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. HDPE in 30" diameter opening of the panel shall be made from 1/2" thick (solid) high density, UV-stabilized and color impregnated polyethylene.

General Specifications of Materials

ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

Panels:



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ZOO PANEL

Frame shall be 1-7/8" thick, color-impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. Rungs shall be made of 3/8" galvanized pipe. The zoo bar assembly shall be an all welded assembly and shall be powder coated after fabrication with a custom formula of TGIC polyester in conformance with the specifications outlined herein

General Specifications of Materials

ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Punched Steel & Coated Deck Components:

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

CROW'S NEST

Shall have a minimum surface area of 501 square inches. The deck shall be fabricated in conformance with the punched steel specifications outlined herein. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with the intermediate supports fabricated from 1/8" x 2-1/2" hot rolled steel. The deck shall be a one-piece welded assembly.

General Specifications of Materials

THUNDERRING

The ThunderRing is molded from a color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. The ThunderRing bracket shall be an all welded steel structure and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.



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ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

METAL BARRIER ENTRYWAY

The Barrier Entryway shall be fabricated of 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and a 3/16" Hot Rolled Mounting Tab. The vertical rungs shall be fabricated of 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing. The Barrier Entryway shall be an all welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Climbers:

LEANING WALL CLIMBER

Shall be fabricated from 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing frame. The climber frame assembly shall be coated with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein, after fabrication. The Leaning wall panel shall be made from 3/4" thick (solid) high density, UV-stabilized, laminated and color impregnated polyethylene. PowerScape Leaning Wall climber shall include an entry archway or entryway in accordance with the specifications herein.

General Specifications of Materials

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Slides:



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SWERVE SLIDES (SINGLE & DOUBLE)

Swerve Slides and hoods shall be color impregnated linear low-density polyethylene and shall conform to the rotationally molded specifications outlined herein with double wall construction molded to a minimum .25" wall thickness. Single bedway Swerve Slides shall have a minimum inside bed width of 17.5" while double bedway Swerve Slides shall have a minimum inside bed width of 16.5" on each bedway. Outside rails are at least 7" high when measured from the centerline of the bedway surface. The angle of descent shall be no greater than 50°. Each Swerve Slide works in conjunction with a rotationally molded hood that has an integrated cross bar which force users to a seated position. The exit section of the bedway shall have a minimum 40" radius for a smooth transition from the slide chute to the run-out area. The run-out shall be angled at a maximum of 4° with an integrated drain at 5° to reduce pooling of water. Swerve Slides bolt directly to the deck and to the slide hood.

General Specifications of Materials

ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

Punched Steel & Coated Deck Components:

TRANSFER SYSTEM

The transfer system shall be made from 11 gauge punched steel with a protective P&O finish in conformance with the specifications outlined herein. The transfer system shall be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. Handrails and attachment rails shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing, with supports fabricated from 1-1/16" O.D. x 15 gauge (.075" thick) galvanized steel tubing and 2" square x 3/16" wall steel tubing. Handholds, and attachment rails shall be all-welded assemblies and shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

General Specifications of Materials

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.



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Punched Steel & Coated Deck Components:

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

DECKS, SQUARE

Shall have a minimum surface area of 2,381 square inches, maintaining a full 49" center to center spacing on the upright posts. The 49" square deck shall be fabricated in conformance with the punched steel specifications outlined herein. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with corner supports fabricated from 1/4" x 3-1/2" hot rolled steel. Intermediate supports, fabricated from 1/8" x 2-1/2" hot rolled steel, shall be notched and welded at the intersections forming a rigid 12" support grid underneath the entire deck surface. The deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating in accordance with the specifications herein. The square deck shall be directly bolted to the upright posts with eight 3/8" diameter button-pin-in-head, hex socket cap screws in accordance with the hardware specifications herein.

General Specifications of Materials

SENSORY WAVE ENTRYWAY FOR 2' DECK

The sensory wave entryway weld assembly shall be fabricated from from 1-5/16" x 14 gauge (.083") wall and 1-1/16" x 15 gauge (.075") wall galvanized steel tubing, 1-1/16" O.D. x .072" (15 gauge) wall galvanized steel tubing, and 1/4" thick H.R. steel purchased plate. The enclosure weld assembly shall be powder coated after fabrication with a custom formula of TGIC polyester in conformance with the specifications outlined herein. The enclosure HDPE panels shall be made from 1/2" thick (solid) high density, UV-stabilized and color impregnated polyethylene.

Climbers:

SLOPED FUNNEL CLIMBER

The climber sections shall be fabricated from punched steel in conformance with the specifications outlined herein. Each climber section shall be a one- piece welded assembly finished with the matte PVC coating per the specifications herein. The climber frame shall be fabricated from 11 gauge x 3-1/2" hot rolled steel with the intermediate supports fabricated from 1/8" x 1" hot rolled steel. Sloped Funnel Climber protective barriers shall be an all welded construction of a formed 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing and 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing vertical rungs. The protective barrier assembly shall be coated with a custom formula of TGIC polyester powder, after fabrication in conformance with the specifications outlined herein. The HDPE Steps shall be made from 3/4" thick (solid) high density, UV-stabilized, laminated and color impregnated polyethylene.

Punched Steel & Coated Deck Components:

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC



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coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

General Specifications of Materials

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Climbers:

SENSORY WAVE

SENSORY WAVE ROTOMOLDED PARTS: The sensory wave rotomolded components shall be one piece construction manufactured from linear low-density polyethylene material and shall conform to the rotationally molded specifications outlined herein. Polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. Rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

SENSORY WAVE FOOTBUCKS: The Sensory Wave footbucks shall be all weld assemblies fabricated from 3 1/2" O.D. X .095" (13 gauge) wall galvanized steel tubing and 1/4" Hot Rolled flat steel coated with TGIC powder coat outlined herein.

POWDER COAT FINISH: Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68).

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

GT Events Specifications

General System Specifications:



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The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. GT Events are direct bolt products NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON POWERLOCK AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-07ae1.

Sensory Wave Sensors

ROLLER BALL

Roller Ball: The Roller Ball shall be fabricated from 1/2" high density polyethylene which encapsulates colored acrylic spheres.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

SPECIFICATIONS: GAMETIME® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

RAIN

Rain: The Rain shall be fabricated from 1/2" high density polyethylene, 14 ga. Stainless steel, and 3/16" thick UV inhibitive acrylic with 4.5mm stainless steel balls.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

SPECIFICATIONS: GAMETIME® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

PowerScape Specifications

General System Specifications:



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PowerScape® features 5" O.D. uprights with a positive bolt-through TRU-LOC fastening system. The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. PowerScape® is a direct bolt system NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entryway or archway to control deck access to one child at a time and help prevent inadvertent falls.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON TRU-LOCKS AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-11.

Ramps/Connecting Walks:

SENSORY WAVE ROCK N RAFT

HDPE Panels & Chime Cover: shall be made from 3/4" thick and 1/2" thick (solid) high density, UV-stabilized, laminated and color impregnated polyethylene.

Handrail Weld Assy Right & Left: shall be an all welded assembly constructed out of 1.029" x .072 Wall GALV. Pipe. The assemblies shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

Seat Hand Hold: shall be an all welded assembly constructed out of 1.029" x .072 Wall GALV. Pipe. The assemblies shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

Base Assembly: The Base Assembly shall be an all weld assembly constructed out of 11 Gauge H.R. Steel. The Base Assembly also contains machined parts: Collars, Spacers, Shock Absorbers, Bronze Thrust Washers, Swing Arms, Mounting Plates, and a Frame Assembly constructed out of 11 Gauge H.R. Steel.

Chime Assembly: shall be fabricated from 11 Ga/ steel tab, purchased stainless steel shaft, purchased encapsulated stainless steel bearings, and 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing which shall be coated in TGIC polyester powder coating as specified herein.

General Specifications of Materials

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener.

Manufacturer shall provide special installation tools for pinned fasteners.



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POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

GT Events Specifications

General System Specifications:

The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. GT Events are direct bolt products NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON POWERLOCK AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-07ae1.

Motion

MERRY GO ALL
5055 - Merry-Go-All

PLATFORM ASSEMBLY: Shall be formed of one piece 11 gauge H.R. steel with a turned under flange. Braces shall be fabricated of 1-5/16" O.D. galvanized pipe. Platform shall be an all welded construction.

HUB: Shall be fabricated of 3-1/2" O.D. pipe with 1/4" H.R. flat plate.

BASE ASSEMBLY: Legs shall be fabricated of 2-7/8" O.D. galvanized pipe. Axle shall be fabricated of 1-5/8" O.D. cold-rolled steel. Collar shall be fabricated of 2-3/4" O.D. tube. Base assembly shall be an all welded construction.

BRAKE DRUM: Shall be fabricated of 8-1/2" O.D. pipe with 1/4" H.R. flat plate welded in place to receive hub and platform plates.

SPRING MOUNTING PLATE ASSEMBLY: Shall be fabricated of 3/16" H.R. flat steel to form weld assembly.

SPRING: Shall be heavy duty die spring of rectangular wire construction.

HOLDING BRACKET: Shall be an all welded assembly fabricated from 3/16" H.R. flat steel with 5/8" diameter C.R. threaded rod.

WHEEL: Shall have die cast aluminum core with sealed roller



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bearings. Cast polyurethane tread is chemically bonded to core.

SHIELD HALVES: Shall be color-impregnated, molded polyethylene with 3/16" nominal thickness.

SHIELD MOUNTING BRACKET: Shall be fabricated of 3/16" H.R. flat steel, drilled and tapped to receive 3/8" bolts. Bracket shall have a powder coat finish.

WHIRL N SPIN ASSEMBLY: Shall be an all welded assembly fabricated from 14 gauge galvanized steel, 1 1/4" galvanized pipe, 1/8" steel plate, 3" schedule 40 pipe, and 3/16" flat hot rolled steel.

WHIRL N SPIN SEAT: The Whirl N Spin Seat shall be rotational molded from polyethylene. The polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotational molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D-155); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

FINISH: Platform and Whirl N Spin assembly shall have a powder coat finish. Handrails and base shall be painted aluminum.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all playequipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zincplating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

NOTE: All weights are based on average comparisons of each part.

SPECIFICATIONS: GAMETIME® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

IONiX Specifications

General System Specifications:

IONiX® features 3 1/2" O.D. uprights with a positive bolt-through fastening system utilizing stainless steel tabs. Field drilling and measuring are not required. IONiX is a direct bolt system NOT a clamp system. All uprights shall receive factory installed labels indicating proper surfacing level.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PIPES, RUNGS, RAILS AND LOOPS
- 15 YEAR LIMITED WARRANTY ON ROTATIONALLY MOLDED PRODUCTS



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- LIFETIME LIMITED WARRANTY ON HARDWARE

Manufacturer shall be ISO 9001:2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-11.

Freestanding

HEX POD STEP

HEX POD

The Hex Pod Pipe Support shall be fabricated from 3.5" outside diameter, 13 gauge (.095") galvanized round tubing with a mounting plate made from 3/16" thick hot rolled steel. The Hex Pod Pipe Support shall be a welded assembly and shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication. The rotomolded step shall be color impregnated linear low-density polyethylene and shall conform to the rotationally molded specifications outlined herein with double wall construction molded to a minimum .25" wall thickness. The Hex Pod surface shall be 3/4" thick (solid) high density, UV-stabilized, laminated and color impregnated polyethylene.

General Specifications of Materials

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).



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PowerScape Specifications

General System Specifications:

PowerScape® features 5" O.D. uprights with a positive bolt-through TRU-LOC fastening system. The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. PowerScape® is a direct bolt system NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entryway or archway to control deck access to one child at a time and help prevent inadvertent falls.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON TRU-LOCKS AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-11.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

METAL GUARDRAIL ENTRYWAY

The Guardrail Entryway shall be fabricated of 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and a 3/16" Hot Rolled Mounting Tab. The Guardrail Entryway shall be an all welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a



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zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Punched Steel & Coated Deck Components:

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

CROW'S NEST

Shall have a minimum surface area of 501 square inches. The deck shall be fabricated in conformance with the punched steel specifications outlined herein. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with the intermediate supports fabricated from 1/8" x 2-1/2" hot rolled steel. The deck shall be a one-piece welded assembly.

WITH GIZMO PANEL

The Gizmo panel shall be 2-1/2" thick, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. Gizmo's shall conform to the Gizmo specifications outlined herein. The mounting frame shall be an all welded structure fabricated from 1-5/16" O.D. x .083" (14 gauge) and 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing and shall be coated with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein, after fabrication.

General Specifications of Materials

ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

Slides:

LITTLE FOOT SLIDE

The slide shall be constructed from 1/4" thick (nominal) material conforming to the rotationally molded products specification outlined herein. The slide shall be of one-piece double wall construction. The bedway width shall be 18-1/2", with a maximum width of 21-1/2" and an overall length of 62-3/4" (nominals). The exit region is sculptured to resemble a little foot with three toes and incorporates a molded-in pedestal for support. The Little Foot shall bolt to the deck and entrance panel with threaded inserts that are molded into the slide.



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General Specifications of Materials

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Uprights & Upright Accessories:

TRU-LOC CONNECTION

The Tru-Loc shall incorporate an aluminum casting in a distinctive purpose mounting system that allows a rung panel to mount to the upright. The Tru-Loc connector will have a matching counterpart for flat panel connections. Each is bolted directly into the upright post through a factory located and installed connection and designed to eliminate protrusions. Each shall be die cast of 380 aluminum alloy, to resist corrosion. Minimum tensile strength shall be 45,000 psi, minimum yield strength shall be 22,000 psi. All connectors shall be coated with a custom formula of TGIC polyester powder coating, in conformance with the specifications outlined herein.

UPRIGHTS, STEEL

Shall be 5" outside diameter, 11 gauge (.120") galvanized round tubing, manufactured to ASTM A-500 Grade B tolerances from cold-formed steel conforming to ASTM A-569 Sheet Spec for steel coil. Minimum yield strength shall be 50,000 psi and minimum tensile strength shall be 55,000 psi.

The exterior surface is hot dip galvanized, chromate conversion coated, and a clear high performance organic polymer is applied. The inside diameter has 81% minimum zinc rich primer capable of providing excellent rust protection and fabrication characteristics. All coatings are applied inside and out after welding for superior corrosion protection throughout. Exterior surface galvanizing zinc purity is 99% as per ASTM B-6 high grade and special high grade. Galvanizing coverage shall demonstrate the ability to exceed 1000 hours salt spray corrosion exposure in accordance with ASTM B-117. Internal surface zinc rich 81% minimum zinc dust content in organic resin, as per ASTM F-1234, Section 5.2.4, Type D. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

UPRIGHT CAPS



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The standard upright cap shall be an aluminum cap, cast from a 383 alloy, powder coated to match the upright. Every upright cap shall receive a primer coat for maximum protection. All upright caps are permanently installed at the factory using aluminum self-sealing rivets.

General Specifications of Materials

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Uprights & Upright Accessories:

TRU-LOC CONNECTION

The Tru-Loc shall incorporate an aluminum casting in a distinctive purpose mounting system that allows a rung panel to mount to the upright. The Tru-Loc connector will have a matching counterpart for flat panel connections. Each is bolted directly into the upright post through a factory located and installed connection and designed to eliminate protrusions. Each shall be die cast of 380 aluminum alloy, to resist corrosion. Minimum tensile strength shall be 45,000 psi, minimum yield strength shall be 22,000 psi. All connectors shall be coated with a custom formula of TGIC polyester powder coating, in conformance with the specifications outlined herein.

UPRIGHTS, STEEL

Shall be 5" outside diameter, 11 gauge (.120") galvanized round tubing, manufactured to ASTM A-500 Grade B tolerances from cold-formed steel conforming to ASTM A-569 Sheet Spec for steel coil. Minimum yield strength shall be 50,000 psi and minimum tensile strength shall be 55,000 psi.

The exterior surface is hot dip galvanized, chromate conversion coated, and a clear high performance organic polymer is applied. The inside diameter has 81% minimum zinc rich primer capable of providing excellent rust protection and fabrication characteristics. All coatings are applied inside and out after welding for superior corrosion protection throughout. Exterior surface galvanizing zinc purity is 99% as per ASTM B-6 high grade and special high grade. Galvanizing coverage shall demonstrate the ability to exceed 1000 hours salt spray corrosion exposure in accordance with ASTM B-117. Internal surface zinc rich 81% minimum zinc dust content in organic resin, as per ASTM F-1234, Section 5.2.4, Type D. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.



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UPRIGHT CAPS

The standard upright cap shall be an aluminum cap, cast from a 383 alloy, powder coated to match the upright. Every upright cap shall receive a primer coat for maximum protection. All upright caps are permanently installed at the factory using aluminum self-sealing rivets.

General Specifications of Materials

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Uprights & Upright Accessories:

TRU-LOC CONNECTION

The Tru-Loc shall incorporate an aluminum casting in a distinctive purpose mounting system that allows a rung panel to mount to the upright. The Tru-Loc connector will have a matching counterpart for flat panel connections. Each is bolted directly into the upright post through a factory located and installed connection and designed to eliminate protrusions. Each shall be die cast of 380 aluminum alloy, to resist corrosion. Minimum tensile strength shall be 45,000 psi, minimum yield strength shall be 22,000 psi. All connectors shall be coated with a custom formula of TGIC polyester powder coating, in conformance with the specifications outlined herein.

UPRIGHTS, ALUMINUM

Shall be 5" outside diameter tubing, 1/8" wall thickness, extruded from 6005-T5 aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.



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UPRIGHT CAPS

The standard upright cap shall be an aluminum cap, cast from a 383 alloy, powder coated to match the upright. Every upright cap shall receive a primer coat for maximum protection. All upright caps are permanently installed at the factory using aluminum self-sealing rivets.

General Specifications of Materials

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

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Uprights & Upright Accessories:

TRU-LOC CONNECTION

The Tru-Loc shall incorporate an aluminum casting in a distinctive purpose mounting system that allows a rung panel to mount to the upright. The Tru-Loc connector will have a matching counterpart for flat panel connections. Each is bolted directly into the upright post through a factory located and installed connection and designed to eliminate protrusions. Each shall be die cast of 380 aluminum alloy, to resist corrosion. Minimum tensile strength shall be 45,000 psi, minimum yield strength shall be 22,000 psi. All connectors shall be coated with a custom formula of TGIC polyester powder coating, in conformance with the specifications outlined herein.

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Shall be 5" outside diameter tubing, 1/8" wall thickness, extruded from 6005-T5 aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

UPRIGHT CAPS

The standard upright cap shall be an aluminum cap, cast from a 383 alloy, powder coated to match the upright. Every upright cap shall receive a primer coat for maximum protection. All upright caps are permanently installed at the factory using aluminum self-sealing rivets.



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General Specifications of Materials

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Uprights & Upright Accessories:

TRU-LOC CONNECTION

The Tru-Loc shall incorporate an aluminum casting in a distinctive purpose mounting system that allows a rung panel to mount to the upright. The Tru-Loc connector will have a matching counterpart for flat panel connections. Each is bolted directly into the upright post through a factory located and installed connection and designed to eliminate protrusions. Each shall be die cast of 380 aluminum alloy, to resist corrosion. Minimum tensile strength shall be 45,000 psi, minimum yield strength shall be 22,000 psi. All connectors shall be coated with a custom formula of TGIC polyester powder coating, in conformance with the specifications outlined herein.

UPRIGHTS, ALUMINUM

Shall be 5" outside diameter tubing, 1/8" wall thickness, extruded from 6005-T5 aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

UPRIGHT CAPS

The standard upright cap shall be an aluminum cap, cast from a 383 alloy, powder coated to match the upright. Every upright cap shall receive a primer coat for maximum protection. All upright caps are permanently installed at the factory using aluminum self-sealing rivets.

General Specifications of Materials



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HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

Uprights & Upright Accessories:

TRU-LOC CONNECTION

The Tru-Loc shall incorporate an aluminum casting in a distinctive purpose mounting system that allows a rung panel to mount to the upright. The Tru-Loc connector will have a matching counterpart for flat panel connections. Each is bolted directly into the upright post through a factory located and installed connection and designed to eliminate protrusions. Each shall be die cast of 380 aluminum alloy, to resist corrosion. Minimum tensile strength shall be 45,000 psi, minimum yield strength shall be 22,000 psi. All connectors shall be coated with a custom formula of TGIC polyester powder coating, in conformance with the specifications outlined herein.

UPRIGHTS, ALUMINUM

Shall be 5" outside diameter tubing, 1/8" wall thickness, extruded from 6005-T5 aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

UPRIGHT CAPS

The standard upright cap shall be an aluminum cap, cast from a 383 alloy, powder coated to match the upright. Every upright cap shall receive a primer coat for maximum protection. All upright caps are permanently installed at the factory using aluminum self-sealing rivets.

General Specifications of Materials

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UPRIGHTS, STEEL

Shall be 5" outside diameter, 11 gauge (.120") galvanized round tubing, manufactured to ASTM A-500 Grade B tolerances from cold-formed steel conforming to ASTM A-569 Sheet Spec for steel coil. Minimum yield strength shall be 50,000 psi and minimum tensile strength shall be 55,000 psi.

The exterior surface is hot dip galvanized, chromate conversion coated, and a clear high performance organic polymer is applied. The inside diameter has 81% minimum zinc rich primer capable of providing excellent rust protection and fabrication characteristics. All coatings are applied inside and out after welding for superior corrosion protection throughout. Exterior surface galvanizing zinc purity is 99% as per ASTM B-6 high grade and special high grade. Galvanizing coverage shall demonstrate the ability to exceed 1000 hours salt spray corrosion exposure in accordance with ASTM B-117. Internal surface zinc rich 81% minimum zinc dust content in organic resin, as per ASTM F-1234, Section 5.2.4, Type D. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED GameTime 150 Playcore Drive SE Fort Payne, AL 35967	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

TROUB-9D90032-6-18 (AZ, FL, OR, WI, MA)

TC2NUB-9D90031-4-18 (AL, CO, GA, IA, IL, IN, KS, KY, MD, MI, MO, MT, NC, NE, NV, NY, OK, PA, SC, TN, TX, UT)

UB-7J602089-18-14-G (AZ, CA, CO, CT, FL, GA, ID, IL, IN, KS, MD, MN, MO, MT, NC, NH, NV, NY, OK, OR, PA, TN, TX, WV)



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, F1487-07a^{E1}, 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.



ISO 14001 Certified

ISO 14001 also known as green certification specifies the requirements of an environmental management system. An EMS is a systematic approach to handling environmental issues within an organization.



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.



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.



GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScope Plus and PrimeTime playground plans. We also recommend accessible surfacing options. Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. For more information, log on to www.access-board.gov



ISO 9001:2008

GameTime was the first 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 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. Contact your international GameTime distributor for complete EN 1176 compliance details.



The Industry's BEST Warranty

GameTime offers you peace of mind with 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 sale is made. Our quality is legendary, and we stand behind our products with one of the best warranties in the business and a level of customer service that assures you that your needs will be met. For complete Warranty information, consult your GameTime sales representative.

- Lifetime limited warranty on PowerScape®, PrimeTime®, and Xscape® uprights.
- Lifetime limited warranty on all hardware.
- Lifetime limited warranty on PowerScape PowerLocks®.
- 15 Year limited warranty on pipes, rungs, rails, metal decks and loops.
- 15 Year warranty on rotationally molded KidTime and GameTime products.
- 10 Year limited warranty on PrimeTime bolt-through connection.
- 10 Year limited warranty on Parcourse® fitness equipment.
- 5 Year limited warranty on SuperSeats™.
- 3 Year limited warranty on rubber or C type springs used on SaddleMates®.
- 1 Year limited warranty on all other GameTime products.



CERTIFICATE OF REGISTRATION



**Quality
System
Registrar**



Having been audited in accordance with requirements of

ISO 9001:2015 – ANSI/ISO/ASQ Q9001-2015

SRI Quality System Registrar, 300 Northpointe Circle, Seven Fields, Pennsylvania, 16046, USA, hereby grants to:

GameTime Division of Playcore

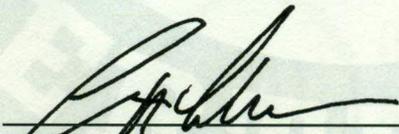
Registration of the management system at its location:

**150 PlayCore Drive SE
Fort Payne, Alabama, 35967, 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 9001:2015 requirements may be obtained by consulting the organization.

Scope of ISO 9001:2015 registration: "Design, manufacture and supply of park and playground equipment, site furnishings and rotational molded plastics."
Initial SRI Registration date: September 18, 1996
Current registration period: February 23, 2017 through February 22, 2020

Signed for SRI:



Christopher H. Lake, President & COO

Release Date: February 23, 2017
Certificate Number: 017050
Registration Number: 0689-01



CERTIFICATE OF REGISTRATION



**Quality
System
Registrar**



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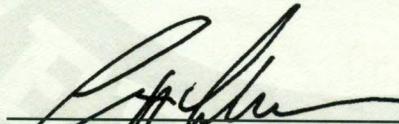
The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4.

Scope of ISO 14001:2015 registration: "Environmental activities related to the production of playground equipment."

Initial SRI registration date: July 23, 2008

Current registration period: July 21, 2017 through July 20, 2020

Signed for SRI:



Christopher H. Lake, President & COO

Release Date: July 21, 2017
Certificate Number: 017410
Registration Number: 0689-01



Submarine

Uprights
Champagne
Metal
Burgundy

Plastic
Dark Blue
Decks
Blue

HDPE
Sky Blue
2 Color HDPE
Sky Blue/White



Jovial

Uprights
Burgundy
Metal
Butterscotch

Plastic
Spring Green
Decks
Blue

HDPE
Gray
2 Color HDPE
Gray/Black

Shine

Uprights
Sky Blue
Metal
Spring Green

Plastic
Orange
Decks
Gray

HDPE
Orange
2 Color HDPE
Spring Green/White



Patriotic

Uprights
Burgundy
Metal
White

Plastic
Champagne
Decks
Blue

HDPE
Blue
2 Color HDPE
Blue/Beige

Jellybean

Uprights
Burgundy
Metal
Butterscotch

Plastic
Blue
Decks
Blue

HDPE
Blue
2 Color HDPE
Red/White





Carnival

Uprights Spring Green	Plastic Sky Blue	HDPE Blue
Metal Butterscotch	Decks Red	2 Color HDPE Sky Blue/White

Papaya

Uprights Orange	Plastic Yellow	HDPE Sky Blue
Metal Spring Green	Decks Brown	2 Color HDPE Sky Blue/White



Wisteria

Uprights Spring Green	Plastic Periwinkle	HDPE Blue
Metal Champagne	Decks Gray	2 Color HDPE Spring Green/White

Deep Space

Uprights Starlight Black	Plastic Sky Blue	HDPE Red
Metal Yellow	Decks Blue	2 Color HDPE Red/White

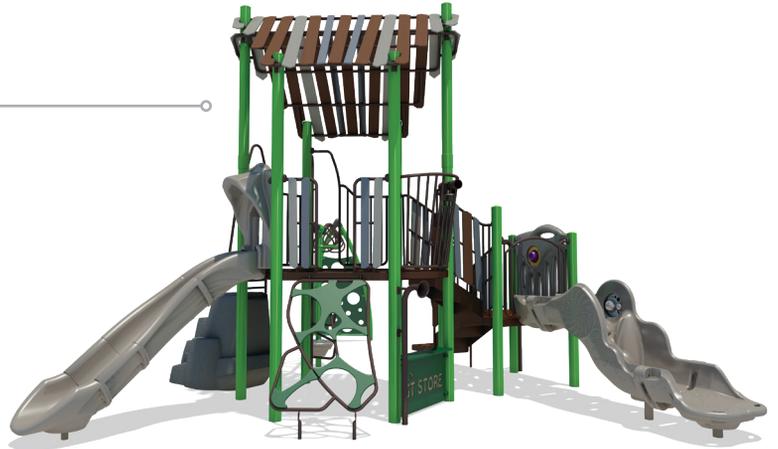


Emerald

Uprights Metallic	Plastic Spring Green	HDPE Yellow
Metal White	Decks Blue	2 Color HDPE Red/White

Bayou

Uprights Spring Green	Plastic Champagne	HDPE Green
Metal Bronze	Decks Brown	2 Color HDPE Green/Beige



Riverbank

Uprights Champagne	Plastic Green	HDPE Blue
Metal Sky Blue	Decks Blue	2 Color HDPE Sky Blue/White



Malibu

Uprights Bronze	Plastic Spring Green	HDPE Spring Green
Metal Beige	Decks Brown	2 Color HDPE Spring Green/White



Rainforest

Uprights Bronze	Plastic Light Green	HDPE Gray
Metal Butterscotch	Decks Brown	2 Color HDPE Gray/Black



Atlantic

Uprights Metallic	Plastic Sky Blue	HDPE Sky Blue
Metal Spring Green	Decks Blue	2 Color HDPE Sky Blue/White

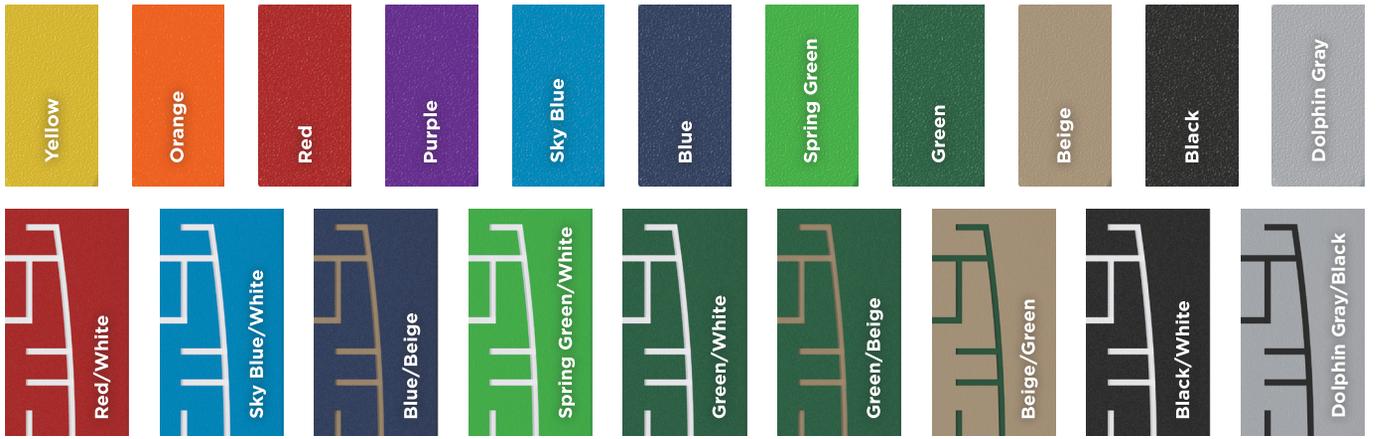
METAL



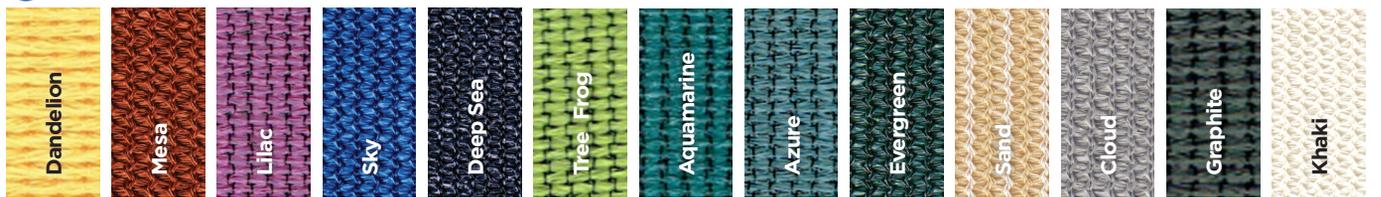
PLASTIC



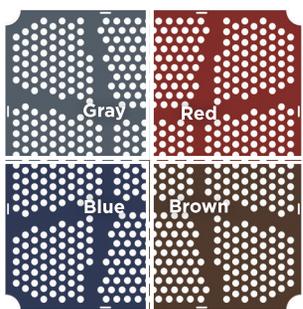
POLYETHYLENE (HDPE)



NEW! CANOPY & SHADE



DECKS



SPECIAL ROCK



WALLCANO® HANDHOLDS



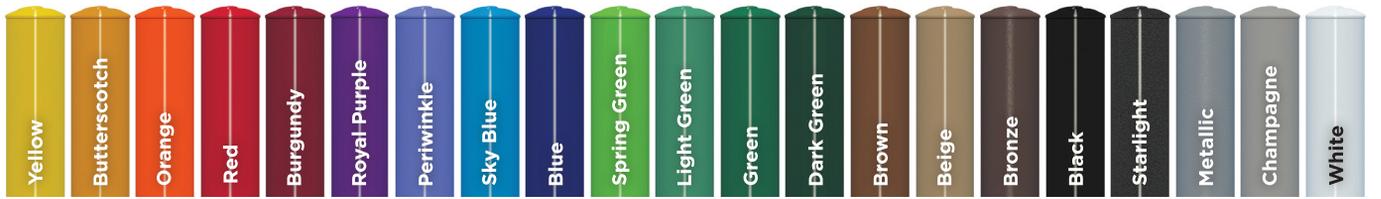
TIMBER DÉCOR



NETS



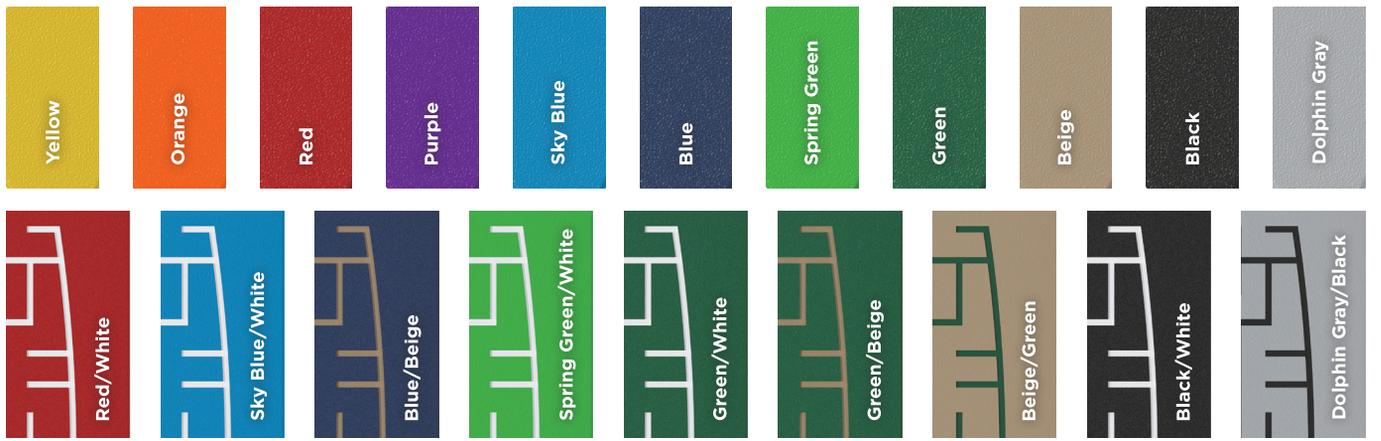
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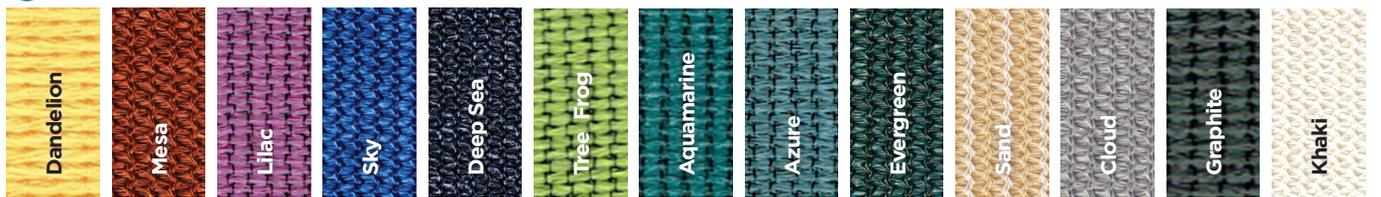
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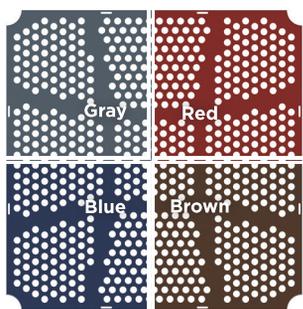
POLYETHYLENE (HDPE)



NEW! CANOPY & SHADE



DECKS



SPECIAL ROCK



WALLCANO® HANDHOLDS



TIMBER DÉCOR



NETS



Bond No. 35413-ASI-2019-078

Agency _____
REQ.P.O# CRFQ 04036 DBS1900000008

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, PlayCore Holdings, Inc., PlayCore Wisconsin, Inc. dba GameTime of 5932 Old Pineville Rd, Charlotte, NC 28217, as Principal, and Atlantic Specialty Insurance Company of 605 Highway 169 North, Suite 800 Plymouth, MN 55441, a corporation organized and existing under the laws of the State of New York with its principal office in the City of Plymouth, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of 5% of the 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 Furnish and Installation - WV School for the Deaf and Blind ADA Playground - CRFQ 04036 DBS1900000008

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 Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 28 day of May, 2019.

Principal Seal

PlayCore Holdings, Inc., PlayCore Wisconsin, Inc. dba GameTime

(Name of Principal)

By Bill Cox

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

BILL COX, VP FINANCE

(Title)

Atlantic Specialty Insurance Company

(Name of Surety)

Maria Concepcion

Maria Concepcion / Attorney-in-Fact



Surety Seal

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

Power of Attorney

Surety Bond No: 35413-ASI-2019-078

Principal: PlayCore Holdings, Inc., PlayCore Wisconsin, Inc. dba GameTime

Obligee: State of West Virginia Purchasing Division

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnetonka, Minnesota, does hereby constitute and appoint: Maria Concepcion, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

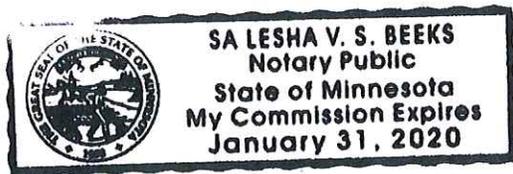
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

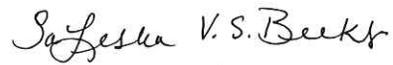
STATE OF MINNESOTA
HENNIPEN COUNTY



By 
Paul J. Brehm, Senior Vice President

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of May, 2019.




James G. Jordan, Assistant Secretary



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 566626

Doc Description: WW School for the Deaf & Blind ADA Playground

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
2019-04-15	2019-05-22 13:30:00	CRFQ 0403 DBS1900000008	1

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

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER
 Stephanie L. Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X FEIN # DATE

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

ADDITIONAL INFORMATION

Request for Quotation
 (Equipment and Installation of ADA compliant Equipment)

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Schools for the Deaf and the Blind to establish a one-time equipment/construction contract for the purchase and installation of ADA compliant playground equipment and poured in place safety surfacing at Romney, Hampshire County, West Virginia per the bid requirement, specifications, terms and conditions as attached hereto.

Requestor		Supplier	
ACCOUNTS PAYABLE SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST		CENTRAL SUPPLY SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST	
ROMNEY	WV28757-1894	ROMNEY	WV 26757-1894
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Playground System				

Comm Code	Manufacturer	Specification	Model #
49221532			

Extended Description :
 WWSDB ADA Playground

DBS1900000008	Document Phase Draft	Document Description WV School for the Deaf & Blind ADA Playground	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

West Virginia Schools for the Deaf and the Blind
Staff Dining Room
301 E. Main Street
Romney, WV 26757

May 3rd, 2019 at 11:00 am. EST.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **May 8th, 2019 at 9:00 AM. EST.**

Submit Questions to: **Stephanie Gale, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: **Stephanie.Gale@wv.gov**

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: WV School of Deaf and Blind ADA Playground Equipment
 BUYER: Stephanie Gale
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER: 304.558.3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

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

Bid Opening Date and Time: May 22nd, 2019 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

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

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

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within one hundred twenty (120) calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100 % of bid amount. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

West Virginia Contractor's License (current)

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00

Automobile Liability Insurance in at least an amount of: \$500,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

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

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

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

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

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

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: GT Grandstands Inc

Contractor's License No.: WV- 046434

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

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

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

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

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

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

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

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

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

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

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

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

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

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

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

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

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

i. Bidder's name

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

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

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

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

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

- i.** The subcontractor listed in the original bid has filed for bankruptcy;
- ii.** The subcontractor in the original bid has been debarred or suspended; or
- iii.** The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

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

Diane Willis - Office Manager
 (Name, Title)
 Diane Willis-Office Manager
 (Printed Name and Title)
 5932 Old Pineville Rd Charlotte, NC 28217
 (Address)
 800-438-2780 704-525-7356
 (Phone Number) / (Fax Number)
 diane@cunninghamrec.com
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

GT Grandstands, Inc

(Company)

Scott Cunningham

Scott Cunningham-President Cunningham Recreation

(Authorized Signature) (Representative Name, Title)

Scott Cunningham-President Cunningham Recreation

(Printed Name and Title of Authorized Representative)

5/28/19

(Date)

800-438-2780

704-525-7356

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

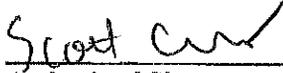
(Check the box next to each addendum received)

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

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

GT Grandstands, Inc.

Company



Authorized Signature

5/28/19

Date

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

REQUEST FOR QUOTATION
Playground Equipment and Poured in Place Safety Surfacing

GENERAL CONSTRUCTION SPECIFICATIONS (NO AIA DOCUMENTS)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Schools for the Deaf and the Blind to establish a contract for the purchase and installation of playground equipment and poured in place safety surfacing at Romney, Hampshire County, West Virginia

The Vendor shall furnish all equipment, labor, materials and incidentals necessary to complete all Construction Services as identified within this document even if such incidental work is not explicitly included in the Project Plans (**Exhibit B**)

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

2.1 **“Construction Services”** means and installation of playground equipment and poured in place safety surfacing as more fully described in these specifications.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the project.

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

2.4 **“Specifications/Project Manual”** means specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed.

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

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

4.1. **Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to that described in the Specifications. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

REQUEST FOR QUOTATION
Playground Equipment and Poured in Place Safety Surfacing

4.2. Valid current WV Contractor's License

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
8. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

9. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

10. **CONDITIONS OF THE WORK**

- 10.1. **Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. **Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

REQUEST FOR QUOTATION
Playground Equipment and Poured in Place Safety Surfacing

10.3. Standard Work Hours: The standard hours of work for this Contract will be 8:00 AM. To 4:00 PM. EST. excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.3.1 State Holidays are defined as:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

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

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

- 10.4.1.1. Removal of trash, packing materials and excess debris
- 10.4.1.2. Regrading, seeding and straw on any disturbed or relocated soil
- 10.4.1.3. Remove dirt tracked on sidewalks or roadways during construction

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

REQUEST FOR QUOTATION
Playground Equipment and Poured in Place Safety Surfacing

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

- 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

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

Contract Manager: Mitch Reno

Telephone Number: 540-798-4031

Fax Number: 704-525-7356

Email Address: mitch@cunninghamrec.com

EXHIBIT B

GENERAL CONSTRUCTION SPECIFICATIONS

Intended Use:

Items listed with "adaptive switch capability" are highlighted and mandatory. Proposal of substitutes without adaptive switch capability will result in bid disqualification. An adaptive switch is an input-output device that allows the individuals with physical disabilities user to independently activate assistive technology devices and switch-enabled devices.

The playground system shall provide children and youth who are Deaf, blind, hard of hearing, visually impaired or deafblind and are physically challenged or disabled with opportunities to explore, engage, and exercise exploratory play. Components are specifically engineered to provide opportunity and are noted within these specifications. Equal substitutes must offer this population of children and youth with appropriate similar functionality. The system includes accessible routes of travel throughout the structure, as well as interactive auditory, visual, and tactile sensors.

General System Specifications:

Direct bolt products NOT a clamp system. All uprights shall have aluminum post caps.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable.

Manufacturer shall offer the following minimum warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON POWERLOCK AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel.

Revised 04/11/2019

UPRIGHTS, ALUMINUM or equal

Shall be 5" outside diameter tubing, 1/8" wall thickness, extruded from 6005-T5 aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated.

UPRIGHTS, STEEL or equal

Shall be 5" outside diameter, 11 gauge (.120") galvanized round tubing, manufactured to ASTM A-500 Grade B tolerances from cold-formed steel conforming to ASTM A-569 Sheet Spec for steel coil. Minimum yield strength shall be 50,000 psi and minimum tensile strength shall be 55,000 psi.

The exterior surface is hot dip galvanized, chromate conversion coated, and a clear high performance organic polymer is applied. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a polyester powder coating.

UPRIGHT CAPS

The standard upright cap shall be an aluminum cap, cast from a 383 alloy, powder coated to match the upright. Every upright cap shall receive a primer coat for maximum protection. Or Equal.

COMPONENTS:

1 RDU GameTime - PowerScope 5-12 Modular Unit OR EQUAL
(as per drawing)

Quantity	Part #
(1)	3900 -- Spin Chimes 20" 2S OR EQUAL

The spin chimes offer an opportunity for interactive play.

Spin Chime Panel: The Spin Chime Panel shall be fabricated from high density polyethylene.

POWDER COAT FINISH: Shall be an electrostatically applied. All components will be free of sharp edges and excess weld spatter and shall be cleaned. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics.

- (1) 3940 -- Giggler 12" 2S OR EQUAL

Giggler: The Giggler shall be fabricated from high density polyethylene with electronic components housed in water tight low-density polyethylene housing.

- (1) 3945 -- Rain 12" 2S OR EQUAL

Rain: The Rain shall be fabricated from high density polyethylene.

- (1) 3951 -- Roller Balls 20" 2S OR EQUAL

Roller Ball: The Roller Ball shall be fabricated from high density polyethylene which encapsulates colored acrylic spheres.

- (1) 3952 -- Twist Bearing 20" 2S OR EQUAL

Twist Bearing: The Twist Bearing shall be fabricated from high density polyethylene and UV inhibitive acrylic.

- (1) 4669 -- Up & On Silver Sensor Package OR EQUAL

Provides the benefits of climbing while enhancing sensory development. Strategically placed molded-in grips, hand holds and transfer area provide additional support for children with limited physical ability in their upper or lower extremities including those who are wheelchair users, but can be removed from the wheelchair and positioned on this equipment to maneuver through the climber. Must contain at least 3 auditory, visual and tactile sensors with adaptive switch capability.

- (1) 4842 -- Echo Chamber Assembly OR EQUAL

The echo chamber allows for auditory play.

- (2) 16465 -- Slide Transfer (Ada) OR EQUAL

The Platform shall each be made from 11 gauge punched steel with a protective finish. The Platform and Steps shall each be a one-piece welded assembly finished with the matte PVC coating. Handrails shall be all-welded assemblies, fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing, and shall be coated after fabrication with a polyester powder.

(3) 16700 – 49" Sq Punch Steel Deck OR EQUAL

Shall have a minimum surface area of 2,381 square inches, maintaining a full 49" center to center spacing on the upright posts. The 49" square deck shall be fabricated in conformance with the punched steel. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with corner supports fabricated from 1/4" x 3-1/2" hot rolled steel. Intermediate supports, fabricated from 1/8" x 2-1/2" hot rolled steel, shall be notched and welded at the intersections forming a rigid 12" support grid underneath the entire deck surface. The deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating. The square deck shall be directly bolted to the upright posts with eight 3/8" diameter button-pin-in-head, hex socket cap screws.

(1) 32022 -- Hex Pod Step (1') OR EQUAL

The Hex Pod Pipe Support shall be fabricated from 3.5" outside diameter, 13 gauge (.095") galvanized round tubing with a mounting plate made from 3/16" thick hot rolled steel. The Hex Pod Pipe Support shall be a welded assembly and shall be coated with a polyester powder coating, after fabrication. The rotomolded step shall be color impregnated linear low-density polyethylene and shall conform to the rotationally molded with double wall construction molded to a minimum .25" wall thickness. The Hex Pod surface shall be 3/4" thick (solid) high density, UV-stabilized, laminated and color impregnated polyethylene.

(2) 80687 -- Handhold/Kick Plate Package OR EQUAL

All kickplates shall be fabricated of 11Ga. (.1233") Hot Rolled Flat Galvanized Steel and finished with the matte PVC coating.
All handholds, and attachment rails shall be all-welded assemblies and shall be coated after fabrication with a polyester powder.

(1) 80688 -- 2' Tri Transfer Platform OR EQUAL

The Triangle Transfer Platform shall consist of triangle deck and modular deck that shall both be fabricated of 12 Ga. (.109") P.&O. Hot Rolled Flat Galvanized Steel and finished with the matte PVC coating. The kickplates shall be fabricated of 11Ga. (.1233") Hot Rolled Flat Galvannealed Steel and finished with the matte PVC coating.

The Handrail shall be all welded assembly. The formed tab for the handrail shall be fabricated from 3/16" x 1/12" Hot Rolled Steel. The pipe for the

handrail shall be fabricated from 1.315" O.D. x .083" wall galvanized steel pipe. The handrail shall be coated after fabrication with a polyester powder coating.

The support pipe shall be all welded assembly. The support pipe shall be fabricated from 1.315" O.D. x .083" wall galvanized steel pipe. The end cap shall be fabricated from 14 Ga. galvanized steel. The support pipe shall be coated after fabrication with a polyester powder coating.

(1) Sign Language Panel OR EQUAL

Frame shall be 1-7/8" thick or similar, color-impregnated linear low-density polyethylene and shall conform to the rotationally molded. Rungs shall be made of 3/8" galvanized pipe. The Sign Language Panel assembly shall be an all welded assembly and shall be powder coated after fabrication with a polyester powder.

(1) Braille Panel OR EQUAL

Frame shall be 1-7/8" thick or similar, color-impregnated linear low-density polyethylene and shall conform to the rotationally molded. Rungs shall be made of 3/8" galvanized pipe. The Sign Language Panel assembly shall be an all welded assembly and shall be powder coated after fabrication with a polyester powder.

(1) 90021 -- 2'-0" Transfer System W/ Barrier OR EQUAL

The transfer system shall be made from 11 gauge punched steel with a protective P&O finish. The transfer system shall be a one-piece welded assembly finished with the matte PVC coating. Handrails and attachment rails shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing, with supports fabricated from 1-1/16" O.D. x 15 gauge (.075" thick) galvanized steel tubing and 2" square x 3/16" wall steel tubing. Handholds, and attachment rails shall be all-welded assemblies and shall be coated after fabrication with a polyester powder.

(1) 90176 -- Ada Crow's Nest W/ Gizmo OR EQUAL

Shall have a minimum surface area of 501 square inches. The deck shall be fabricated in conformance with the punched steel specifications. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with the intermediate supports fabricated from 1/8" x 2-1/2" hot rolled steel. The deck shall be a one-piece welded assembly.

Gizmo shall be impregnated linear low-density polyethylene and shall conform to the rotationally molded. The mounting frame shall be an all welded structure fabricated from 1-5/16" O.D. x .083" (14 gauge) and 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing and shall be coated with a polyester powder, after fabrication.

(1) 90182 -- Ada Crow's Nest W/ ThunderRing OR EQUAL

Shall have a minimum surface area of 501 square inches. The deck shall be fabricated in conformance with the punched steel. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with the intermediate supports fabricated from 1/8" x 2-1/2" hot rolled steel. The deck shall be a one-piece welded assembly.

The ThunderRing is molded from a color impregnated linear low-density polyethylene and shall conform to the rotationally molded. The ThunderRing bracket shall be an all welded steel structure and shall be coated after fabrication with a polyester powder coating.

(1) 90251 -- 3' Leaning Wall Climber OR EQUAL

Shall be fabricated from 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing frame. The climber frame assembly shall be coated with a polyester powder, after fabrication. The Leaning wall panel shall be made from 3/4" thick (solid) high density, UV-stabilized, laminated and color impregnated polyethylene. Shall include an entry archway or entryway.

(4) 90265 -- 7' Upright, Aluminum, Galvanized OR EQUAL

See general specifications.

(7) 90266 -- 8' Upright, Aluminum, Galvanized OR EQUAL

See general specifications.

(2) 90267 -- 9' Upright, Aluminum, Galvanized OR EQUAL

See general specifications.

(2) 90268 -- 10' Upright, Aluminum, Galvanized OR EQUAL

See general specifications.

(4) 90269 -- 11' Upright, Aluminum, Galvanized OR EQUAL

See general specifications.

- (4) G90262 -- 4' Upright, Galvanized OR EQUAL

See general specifications.

- (1) G90265 -- 7' Upright, Galvanized OR EQUAL

See general specifications.

- (3) G90266 -- 8' Upright, Galvanized OR EQUAL

See general specifications.

- (2) G90267 -- 9' Upright, Galvanized OR EQUAL

See general specifications.

- (1) 90306 -- Climber Archway W/Socket & Barrier OR EQUAL

The Barrier Archway w/Socket shall be fabricated of 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing, 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing, 1/8" Hot Rolled Steel Gussets, and 3/16" Hot Rolled Mounting Tabs. The vertical rungs shall be fabricated of 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing. The Barrier Archway W/Socket shall be an all welded assembly and shall be coated after fabrication with a polyester powder coating.

- (1) 90366 -- Sloped Funnel Climber W/Barrier OR EQUAL

The climber sections shall be fabricated from punched steel. Each climber section shall be a one-piece welded assembly finished with the matte PVC coating. The climber frame shall be fabricated from 11-gauge x 3-1/2" hot rolled steel with the intermediate supports fabricated from 1/8" x 1" hot rolled steel. Protective barriers shall be an all welded construction of a formed 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing and 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing vertical rungs. The protective barrier assembly shall be coated with a polyester powder, after fabrication. The steps shall be made from 3/4" thick (solid) high density, UV-stabilized, laminated and color impregnated polyethylene.

(1) 90425 -- Letters Maze Above Deck OR EQUAL

Panel shall be color-impregnated linear low-density polyethylene. 30" diameter opening of the panel shall be made from 1/2" thick (solid) high density, UV-stabilized and color impregnated polyethylene.

(1) 90507 -- 2'-6²/₃' Rumble & Roll Zip Slide OR EQUAL

Zip Slides and hoods shall be color impregnated linear low-density polyethylene with double wall construction molded to a minimum .25" wall thickness. Single bedway Zip Slides shall have a minimum inside bed width of 17.5" while double bedway Zip Slides shall have a minimum inside bed width of 16.5" on each bedway. Outside rails are at least 7" high when measured from the centerline of the bedway surface. The angle of descent shall be no greater than 50°. Each Zip Slide works in conjunction with a rotationally molded hood that has an integrated cross bar which force users to a seated position. The exit section of the bedway shall have a minimum 40" radius for a smooth transition from the slide chute to the run-out area. The run-out shall be angled at a maximum of 4° with an integrated drain at 5° to reduce pooling of water. Zip Slides bolt directly to the deck and to the slide hood.

(1) 90530 -- 2'¹/₂'-6" Little Foot Slide W/Enclosure OR EQUAL

The slide shall be constructed from 1/4" thick (nominal) material. The slide shall be of one-piece double wall construction. The bedway width shall be 18-1/2", with a maximum width of 21-1/2" and an overall length of 62-3/4" (nominals). The exit region is sculptured to resemble a little foot with three toes and incorporates a molded-in pedestal for support. The Little Foot shall bolt to the deck and entrance panel with threaded inserts that are molded into the slide.

(1) 90579 -- Double Swerve Slide OR EQUAL

Swerve Slides and hoods shall be color impregnated linear low-density polyethylene and shall conform to the rotationally molded with double wall construction molded to a minimum .25" wall thickness. Single bedway Swerve Slides shall have a minimum inside bed width of 17.5" while double bedway Swerve Slides shall have a minimum inside bed width 14 of 16.5" on each bedway. Outside rails are at least 7" high when measured from the centerline of the bedway surface. The angle of descent shall be no greater than 50°. Each Swerve Slide works in conjunction with a rotationally molded hood that has an integrated cross bar which force users to a seated position. The exit section of the bedway shall have a

minimum 40" radius for a smooth transition from the slide chute to the run-out area. The run-out shall be angled at a maximum of 4° with an integrated drain at 5° to reduce pooling of water. Swerve Slides bolt directly to the deck and to the slide hood.

(2) 90674 -- Std Access Ramp Link 3 OR EQUAL

The ramp shall be fabricated from punched steel. The ramp frame shall be fabricated from 3/8" x 3-1/2" hot rolled steel. The ramp section shall be a one-piece welded assembly finished with the matte PVC coating. Handrails shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and 2" square x 3/16" wall tubing outer frame, with vertical members fabricated of 1- 1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing. The handrails shall be an all welded assembly and shall be coated after fabrication with a polyester powder.

(1) 90816 -- 1' Ada Hex Dk W/Shadow Play Flower OR EQUAL

Shall have a minimum surface area of 1,039 square inches, maintaining a full 49" center to center spacing on the upright posts. The triangular platform shall be fabricated in conformance with the punched steel. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with corner supports fabricated from 1/4" x 3-1/2" hot rolled steel. Intermediate supports, fabricated from 1/8" x 2-1/2" hot rolled steel, shall be welded at the intersections forming a rigid support grid underneath the deck surface. The deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating. Each triangular deck shall be directly bolted to the upright posts with six 3/8" diameter button-pin-in-head, hex socket cap screws.

SHADOW PLAY FLOWER

The bearing system shall be fabricated from 5.500" o.d. x .500" wall D.O.M. MEC. tube and 3/16" H.R. steel plate. Two bearings shall be press fit into the weld assembly. Hub Bearing shall be an all welded assembly and shall be coated with a polyester powder coating, after fabrication. The top weld assembly shall be constructed 5" O.D. L.W. galvanized pipe, formed 1 1/4" L.W. galvanized pipe (1.66 O.D.), The Overhead Assembly shall be welded constructions and coated with a polyester powder coating, after fabrication. The transparent acrylic panels shall be Transparent Acrylic Panels shall be manufactured from 1/4" thick ACRYCAST CELL CAST ACRYLIC SHEET.

(1) 90817 -- 2' Ada Hex Dk W/Shadow Play Flower OR EQUAL

Shall have a minimum surface area of 1,039 square inches, maintaining a full 49" center to center spacing on the upright posts. The triangular platform shall be fabricated. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with corner supports fabricated from 1/4" x 3-1/2" hot rolled steel. Intermediate supports, fabricated from 1/8" x 2-1/2" hot rolled steel, shall be welded at the intersections forming a rigid support grid underneath the deck surface. The deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating. Each triangular deck shall be directly bolted to the upright posts with six 3/8" diameter button-pin-in-head, hex socket cap screws.

SHADOW PLAY FLOWER OR EQUAL

Shadow play flower cast color shadows onto the ground.

The bearing system shall be fabricated from 5.500" o.d. x .500" wall D.O.M. MEC. tube and 3/16" H.R. steel plate. Two bearings shall be press fit into the weld assembly. Hub Bearing shall be an all welded assembly and shall be coated with a polyester powder coating, after fabrication. The top weld assembly shall be constructed 5" O.D. L.W. galvanized pipe, formed 1 1/4" L.W. galvanized pipe (1.66 O.D.), The Overhead Assembly shall be welded constructions and coated with a polyester powder coating, after fabrication. The transparent acrylic panels shall be Transparent Acrylic Panels shall be manufactured from 1/4" thick ACRYCAST CELL CAST ACRYLIC SHEET.

(1) 91208 -- Climber Entryway -- Guardrail OR EQUAL

The entryway guardrail shall be fabricated of 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and a 3/16" Hot Rolled Mounting Tab. The guardrail entryway shall be an all welded assembly and shall be coated after fabrication with a polyester powder coating.

(1) 91209 -- Climber Entryway -- Barrier OR EQUAL

The entryway climber provides children of all abilities to enjoy the benefits of climbing while enhancing sensory development. Strategically placed molded-in grips, hand holds and transfer area provide additional support for children of all abilities to maneuver through the climber.

The Barrier Entryway shall be fabricated of 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and a 3/16" Hot Rolled Mounting Tab. The vertical rungs shall be fabricated of 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing. The Barrier Entryway shall be an all welded assembly and shall be coated after fabrication with a polyester powder coating.

- (1) 91365 -- Sensory Wave Panel w/ stained glass OR EQUAL

This features auditory sensors with adaptive switch capability. EQUIVALENTS MUST HAVE AUDITORY SENSORS AND ADAPTIVE SWITCH CAPABILITY.

- (1) 91374 -- PS Sensory Wave Up & On (3' & 3'6") OR EQUAL

The sensory wave entryway provides children with limited use of upper or lower extremities to enjoy the benefits of climbing while enhancing sensory development. Strategically placed molded-in grips, hand holds, and transfer area provide additional support for children of all abilities to maneuver through the climber.

- (1) 91457 -- Sensory Wave Entryway OR EQUAL

The sensory wave entryway provides children with limited use of upper or lower extremities to enjoy the benefits of climbing while enhancing sensory development. Strategically placed molded-in grips, hand holds and transfer area provide additional support for children of all abilities to maneuver through the climber. With a wide array of auditory, visual and tactile sensors, you can create a sensory-rich freestanding or play system experience for all.

The sensory wave entryway weld assembly shall be fabricated from 1-5/16" x 14-gauge (.083") wall and 1-1/16" x 15-gauge (.075") wall galvanized steel tubing, 1-1/16" O.D. x .072" (15 gauge) wall galvanized steel tubing, and 1/4" thick steel plate. The enclosure weld assembly shall be powder coated after fabrication with a polyester powder. The enclosure high-density polyethylene panels shall be made from 1/2" thick (solid) high density, UV-stabilized and color impregnated polyethylene.

- (1) 91459 -- Sensory Wave Rock N Raft OR EQUAL

Children in wheelchairs or with limited use of upper or lower extremities imagine exploring the open seas and foster friendships with our inclusive Rock N Raft. There is seating for six, as well as room for a person using a

mobility device to fit comfortably or up to 4 wheelchairs. Rock N Raft gently glides as passengers cooperatively shift their weight or push the outside to achieve momentum. Rock N Raft is ramp accessible from a structure.

Base Assembly: The Base Assembly shall be an all weld assembly constructed out of 11 Gauge H.R. Steel. The

Base Assembly also contains machined parts: Collars, Spacers, Shock Absorbers, Bronze Thrust Washers, Swing Arms, Mounting Plates, and a Frame Assembly contrasted out of 11 Gauge H.R. Steel.

(2) 91471 -- 1' Sensory Wave Ramp Att. II

Features interactive auditory, visual and tactile sensors.

Includes shadow casting roof panels which cast playful, colorful shadows on the ground.

1 Concert Trio OR EQUAL

Shall be constructed of 6" plastic pipe, 8", and 10" plastic pipe, and molded plastic lid.

CONCERT TRIO RING ASSEMBLY: Shall be an all welded construction fabricated from 3-1/2" O.D. X .095" (13 gauge) wall galvanized steel tubing and 1/4" thick laser cut steel. The Concert Trio Ring Assembly shall be coated after fabrication with a polyester powder coating.

CONCERT TRIO UPRIGHT SUPPORT: Shall be an all welded construction fabricated from 3-1/2" O.D. X .095" (13 gauge) wall galvanized steel tubing and 1/4" thick laser cut steel. The Concert Trio Upright Support shall be coated after fabrication with a polyester powder coating.

SPACER WITH INSERTS: Shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and 1.120" threaded insert. The Spacer shall be coated after fabrication with a polyester powder coating.

POWDER COAT FINISH: Shall be an electrostatically applied polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four-stage solvent / zirconium-based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld

prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadeometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.

1 5055 GameTime - Merry-Go-All OR EQUAL

Merry-Go-All is a fully accessible, forward-facing inclusive spinning event for a minimum of 12 passengers (minimum 4 seated, 8 standing). It's to be an inclusive merry go round. Playground equipment like whirls and merry go rounds add fun motion activity to all playgrounds. Merry-Go-All offers grip/grasp areas to hold onto while riding or while pushing others. The center spin wheel remains stationary. This encourages children to engage in social, collaborative play, working together to turn themselves.

WHIRL N SPIN SEAT: The Whirl N Spin Seat shall be rotational molded from polyethylene. The polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotational molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D-155); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

FINISH: Platform and Whirl N Spin assembly shall have a powder coat finish. Handrails and base shall be painted aluminum.

1 Harmonic Chimes (set of 7) or Equal

Each chime is made with heavy duty, anodized aluminum. Each instrument is supplied with four durable mallets with coated steel cables.

Chime Assembly: shall be fabricated from 11 Ga/ steel tab, purchased stainless steel shaft, purchased encapsulated stainless-steel bearings, and 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing which shall be coated in a polyester powder coating.

1 4677 GameTime - Melody Chimes OR EQUAL

MELODY CHIMES FRONT HDPE PANEL AND MELODY CHIMES BACK HDPE PANEL: The HDPE pieces shall be made from 3/4" thick (solid) high density, UV-stabilized and color impregnated polyethylene.

MELODY CHIMES INSTRUMENT INSERT: Shall be constructed of anodized aluminum chimes, plastic slats, and 3/8" thick pvc sheet.

MELODY CHIMES SUPPORT ASSEMBLY: Shall be an all welded construction fabricated from 2-3/8" O.D. x .095" (13 gauge) wall galvanized steel tubing, 1/4" thick laser cut plate, and 3-1/2" O.D. X .095" (13 gauge) wall galvanized steel tubing. The Melody Chimes Support Assembly shall be coated after fabrication with a polyester powder coating.

MELODY CHIMES SPACER: Shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and threaded insert. The Melody Chimes Spacer shall be coated after fabrication with a polyester powder coating.

MALLET PACKAGE: Shall be an all plastic construction with stainless steel hardware.

1 Playground Equipment Assembly and Installation

1 2650 SQUARE Feet of GT-Impax - Poured-in-Place Safety Surfacing OR EQUAL

- 50% standard color - 50% black
- 2" thick for 5' CFH
- 4" stone sub base
- Security
- Dumpster
- Freight

1 Installation, INCLUDING BUT NOT LIMITED TO: all labor, site prep, drainage, poured concrete curb, clean up, smooth transition from existing sidewalk to poured surface

1 Warranty - Playground equipment, parts and poured in place surfacing

1 Freight

WVSD Proposed Multi-Sensory Playground Location
All Dimensions Are Approximate

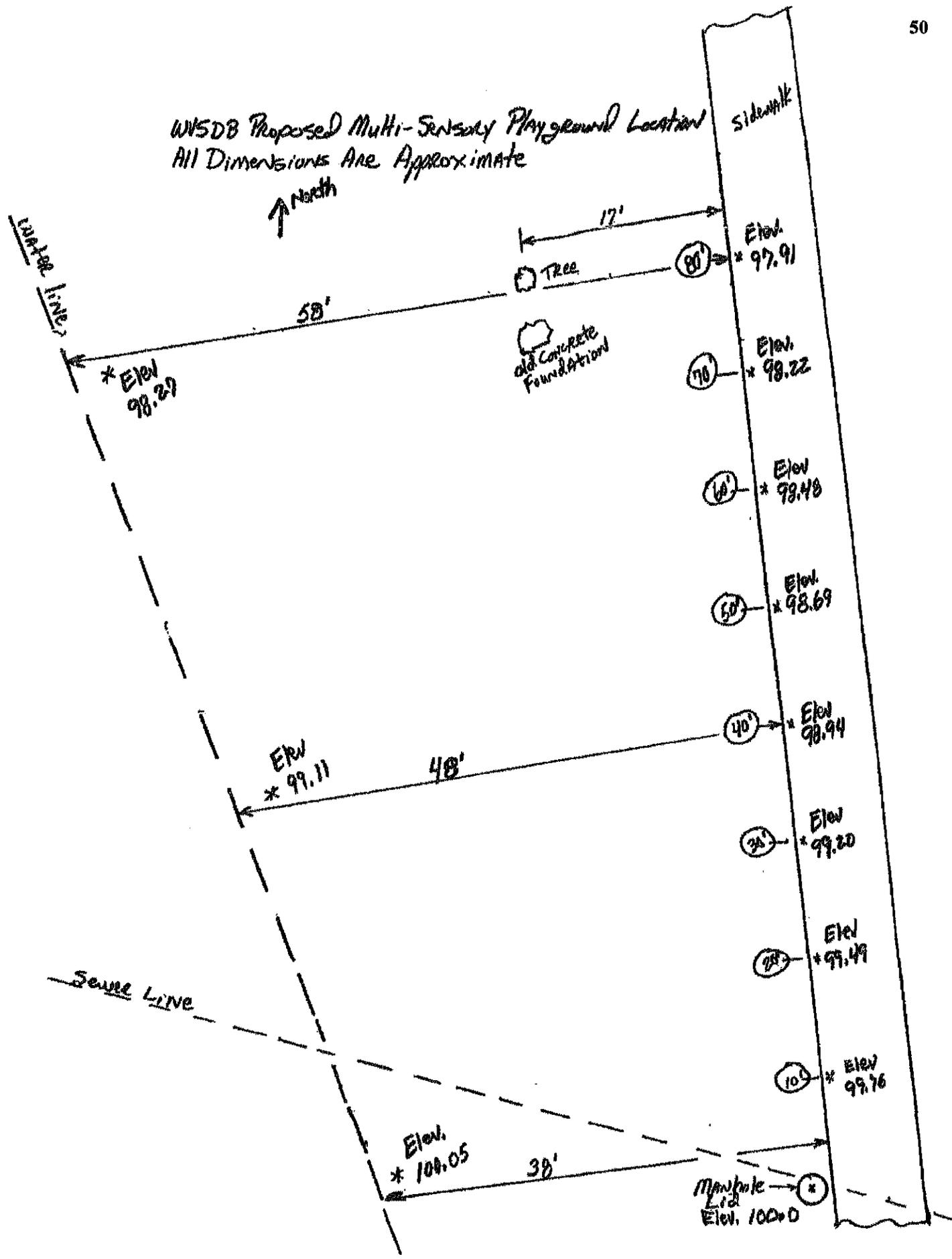


EXHIBIT A – PRICING PAGE
West Virginia School for Deaf and Blind
ADA Playground

Name of Vendor:

GT Grandstands, Inc.

Address of Vendor:

2810 Sydney Road
 Plant City, FL 33566

Phone Number of
 Vendor:

800-438-2780

WV Contractors License
 No.

WV- 046434

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

Total Bid Amount

The Total Bid Amount shall consist of all the work described and contained in the Construction Documents.

Total Bid Amount:
 Lump sum for all labor,
 materials, and equipment as
 defined in the Bidding
 Documents.
Written in numbers.

Two Hundred Thousand Seven Hundred Fifty Five Dollars and 18/100

Total Bid Amount:
 Lump sum for all labor,
 materials, and equipment as
 defined in the Bidding
 Documents.
Written in words.

\$200,755.18



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

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

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

BID BOND PREPARATION INSTRUCTIONS

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

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

Bid Bond

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

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

NOW THEREFORE

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

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

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

Principal Seal _____ (Q)
(Name of Principal)

(R)

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

Title

Surety Seal

(U)

(Names of Surety)

Attorney-in-Fact

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

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

Agency _____
REQ.P.O# _____

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

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

WV-72
Approved / Revised 08/01/15

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

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

Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____



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

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

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

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

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

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts
(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____