

**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of some drawings contained in this bid, they could not be scanned for on line viewing.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.



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

# Request for Quotation

RFQ NUMBER  
**DNR209037**

PAGE  
**1**

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

VENDOR

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

SHIP TO

**DIVISION OF NATURAL RESOURCES**  
**BLUESTONE STATE PARK**  
**ATTN: PARK SUPERINTENDENT**  
**HC78, BOX 3**  
**HINTON, WV**  
**25951                                      466-1922**

DATE PRINTED <b>09/25/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>10/09/2008</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDIM IS ISSUED TO PROVIDE VENDOR QUESTIONS AND AGENCY RESPONSE RESULTING FROM THE WALK THROUGH HELD ON SEPTEMBER 24, 2008 AT 10:00 AM.						
0001	1	LS		650-38		
PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED)						
***** THIS IS THE END OF RFQ DNR209037 *****						<b>\$44,420.33</b>
2008 OCT -8 A 9:38 PURCHASING DIVISION STATE OF WV						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **800-438-2780** DATE **10-6-08**

TITLE **Project Manager** FEIN **54-0583979** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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**INSTRUCTIONS TO BIDDERS**

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

DATE: September 25, 2008

RE: DNR209037-Bluestone State Park Playground Equipment—Response to Vendor Questions

A walkthrough was conducted yesterday morning for vendors interested in bidding on the purchase and installation of playground equipment, the purchase of surface material for a volleyball court and the purchase of wood fiber for Bluestone State Park. The vendors were concerned with item numbers 11, 22, 25 and 27, which reference "F.O.B. Destination." Freight and or delivery charges are to be included in the price of the goods."

We structured the Request for Quotations so that the bids could be split and separately awarded for the Cabin Area Playground (Items 1-10) and the Pool Area Playground (Items 13-21), the volleyball court materials (Item 24) and the engineered wood fiber (Item 26). Therefore, FOB Destination was listed for each of those sections of the Request For Quotation. We did not intend for the vendors to bid on the shipping and or delivery charges as a separate item, we wanted it included in the price of the equipment and/or material for each portion of the Request For Proposal. However, the vendors may bid on shipping with the understanding that the award will be based on the lowest total bid for the Cabin Area Playground, the Pool Area Playground, the volleyball court materials and the engineered wood fiber. Further, if the vendors do not include a bid for shipping and or delivery, it is our intent as it was originally stated, that the cost of shipping and or delivery is included in the price of the equipment and/or materials.



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VENDOR

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

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 ATTN: PARK SUPERINTENDENT  
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 HINTON, WV 25951      466-1922

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/10/2008				

BID OPENING DATE: 10/09/2008      BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>JM</i>	TELEPHONE 800-438-2780	DATE 10-6-08
TITLE Project Manager	FEIN 54-0583979	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION,</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>800-438-2780</b>	DATE <b>10-6-08</b>
TITLE <b>Project Manager</b>	FEIN <b>54-0883979</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>JR</i>	TELEPHONE 800-438-2780	DATE 10-6-08
TITLE Project Manager	FEIN 54-0883979	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 9						
NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA  THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:  (1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.  (2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.  (3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.  REV. 11/96  EXHIBIT 10						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-438-2780	DATE 10-6-08
TITLE Project Manager	FEIN 54-0853979	ADDRESS CHANGES TO BE NOTED ABOVE

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<p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1      <b>650-38</b> .....</p> <p>NO. 2      .....</p> <p>NO. 3      .....</p> <p>NO. 4      .....</p> <p>NO. 5      .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....<b>SIGNATURE</b></p> <p>.. <b>GameTime c/o Cunningham Associates</b>.....<b>COMPANY</b></p> <p>.....<b>10-06-08</b>.....<b>DATE</b></p>						

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SIGNATURE	TELEPHONE <b>800-438-2780</b>	DATE <b>10-6-08</b>
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REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: ... Shamblin Construction .....						
CONTRACTORS LICENSE NO.: ... WV003589 .....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						

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SIGNATURE	TELEPHONE 800-438-2780	DATE 10-6-08
TITLE Project M	FEIN 54-0583979	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:      FRANK WHITTAKER-FILE 44</p> <p>REQ. NO.:      DNR209037</p> <p>BID OPENING DATE:      OCTOBER 9, 2008</p>						

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**304-558-2316**

VENDOR

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

SHIP TO

**DIVISION OF NATURAL RESOURCES**  
**BLUESTONE STATE PARK**  
**ATTN: PARK SUPERINTENDENT**  
**HC78, BOX 3**  
**HINTON, WV**  
**25951**      **466-1922**

DATE PRINTED <b>09/10/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/09/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>BID OPENING TIME: 1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p> <p style="text-align: center;">-----  <b>704-525-7356</b>            -----</p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</b></p> <p style="text-align: center;">-----  <b>John Cunningham</b>            -----</p>						
<p>***** THIS IS THE END OF RFQ DNR209037 ***** TOTAL:</p>						<p><b>\$44,420.33</b></p>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>800-438-2780</b>	DATE <b>10-6-08</b>
TITLE <b>Project Manager</b>	FEIN <b>54-0883979</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

## **BLUESTONE STATE PARK PLAYGROUND SPECIFICATIONS – CONTD.**

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

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

Vendors must submit the following attachments:

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

Warranties:

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

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

Vendors must have a familiarity with the proposed areas for which the playground equipment is to be purchased and installed. Owner will conduct a site walk through on September 24, 2008, at 10:00 a.m. for interested parties.

Item No	Quantity	Description	Unit Price	Amount
		<p>To supply and install playground equipment to offer play activities for children ages 5 to 12 at Bluestone State Park, Hinton, West Virginia. There will be a total of two separate playground areas for which playground equipment is to be supplied and installed. Additionally, the Request For Quotation includes the purchase a surface material for a volleyball court. Park personnel will install surface material for volleyball court and engineered wood fiber.</p>		
1	1	<p><b>CABIN AREA PLAYGROUND</b></p> <p>PrimeTime play structure, Model #G11812 modified, or equal. Modification: replace 4' crawl tube with spy holes with a mini arch bridge, and exclude talk tubes; uprights must be galvanized metal a minimum of 3 ½" diameter; and color scheme must be green plastic, brown uprights, beige metal, and brown decks.</p>		
2	1	<p>PrimeTime swing, Model #12583, or equal. Swing must be a minimum of 8' in height; uprights and top rail must be approximately 3 ½" galvanized steel; color must be green; and must accommodate a minimum of 2 swing packages.</p>		
3	1	<p>PrimeTime add-a-bay, Model #12584, or equal. Add-a-bay must be minimum of 8' in height; the uprights and top rail must be approximately 3 ½" galvanized steel; must accommodate a minimum of 2 swing packages; and color must be green.</p>		
4	2	<p>GameTime enclosed tot swing package, Model, #1470 or equal. Seat packages must be with standard S-Hook enclosures; must include all galvanized chain and hardware for a minimum of 8' high swing and approximately 3 ½" top rail; and color must be black.</p>		

Item No	Quantity	Description	Unit Price	Amount
5	2	GameTime belt seat packages, Model #1483, or equal. Seat packages must be with standard S-Hook enclosures; must include all galvanized chain and hardware for a minimum of 8' high swing and approximately 3 ½" top rail; and the color must be black.		
6	2	GameTime aluminum animal saddle-mate bodies or equal: one (1) each of Model #391 (Stallion) and Model #359 (Frog), or equal. Saddle-mate bodies must mount to coil spring in-ground style mount packages.		
7	2	GameTime coil spring in-ground mount packages, Model #4891, or equal. The coil springs must mount to saddle-mate bodies.		
8	1	GameTime Geotextile 2,250 Sq. Ft. or equal.		
9	50	GameTime 8" high PlayCurb, Model #4850, or equal. PlayCurb must include galvanized stakes and must be black in color.		
10	1	GameTime , 8" high accessible PlayCurb, Model #4854, or equal. PlayCurb must adapt to 8" high PlayCurb and be black in color.		
11	1	F.O.B. Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.		
12	1	Installation of items 1, 2, 3, 6 and 7. Heavy prevailing wage rates are to be paid for Summers County, West Virginia <a href="http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway07/allhh.pdf">/www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway07/allhh.pdf</a> . Installation must be complete within ninety (90) days of purchase order award.		

Item No	Quantity	Description	Unit Price	Amount
<b>POOL AREA PLAYGROUND</b>				
13	1	PrimeTime swing, Model #12583, or equal. Swing must be a minimum of 8' in height, the uprights and top rail must be approximately 3 1/2" galvanized steel; must accommodate a minimum of 2 swing packages; and color must be green.		
14	1	PrimeTime add-a-bay, Model #12584, or equal. Add-a-bay must be a minimum of 8' in height; uprights and top rail must be approximately 3 1/2" galvanized steel; must accommodate a minimum of 2 swing packages; and color must be green.		
15	2	GameTime enclosed tot swing package, Model #1470, or equal. Seat packages must be with standard S-Hook enclosures; must include all galvanized chain and hardware for a minimum of 8' high swing and approximately 3 1/2 top rail; and color must be black.		
16	2	GameTime belt seat packages, Model #1483, or equal. Seat packages must be with standard S-Hook enclosures; must include all galvanized chain and hardware for a minimum of 8' high swing and approximately 3 1/2" top rail; and color must be black.		
17	2	Aluminum Animal Saddle-Mate bodies: one (1) each of GameTime stallion, Model #391, and frog, Model #359 (Frog), or equal. Saddle-Mate bodies must mount to coil spring in-ground style mount packages.		
18	2	GameTime coil spring in-ground mount packages, Model #4891, or equal. Coil springs must mount to saddle-mate bodies.		
19	1	GameTime Geotextile 2,250 Sq. Ft. or equal.		
20	45	GameTime, 8" high PlayCurb, Model #4850, or equal. PlayCurb must include galvanized stakes and be black in color.		



Item No	Quantity	Description	Unit Price	Amount
21	1	GameTime, 8" high accessible PlayCurb, Model #4854, or equal. PlayCurb must adapt to 8" high PlayCurb and must be black in color.		
22	1	F.O.B. Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.		
23	1	Installation of items 13, 14, 17 and 18. Prevailing wage rates are to be paid for Summers County, West Virginia ( <a href="http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway07/allhh.pdf">http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway07/allhh.pdf</a> ) Installation must be complete within ninety (90) days of purchase order award.		
24	1	<b>VOLLEYBALL COURT</b> GameTime GeoTextile 1,800 Sq. Ft., or equal.		
25	1	F.O.B. Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.		
26	2,400 Sq. Ft.	<b>ALL AREAS</b> GameTime Engineered Wood Fiber @ 8" compacted depth, or equal (not installed)		
27	1	F.O.B. Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.		
			<b>TOTAL</b>	<b>see attached</b>



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

### Bluestone Park Playground Proposal

Quote Number: 58300

Quote Date: 9/23/2008

West Virginia State Parks  
Attn: Jason Brown  
HC 76 Box 3  
Hinton, WV 25951  
Phone: 304-466-2805  
Fax: 304-466-2813

Stock ID	Description	Quantity
CABIN AREA		
RDU	PrimeTime Modular Unit (see attached drawings)	1
12008	-- 3'-0"/3'-6" Tree Climber	1
12024	-- 3 1/2" Uprt Ass'Y Alum 9'	6
12027	-- 3 1/2" Uprt Ass'Y Alum 12'	4
12055	-- Handhold Transfer	1
12077	-- 3 1/2" Uprt Ass'y Alum 15'	4
12215	-- Crunch Bar	2
12285	-- 3'-0" Chain Net Climber	1
12441	-- 12" Barrier	1
12620	-- 3'-0"/4'-0" Rung Access	1
12630	-- 4'0"/5'0" Climbing Pole	1
12728	-- Single Seat P/T	1
12916	-- 3'/3'-6" Bubble Climber	1
18203	-- 45 1/2" Tri Punch Deck P/T	2
18250	-- 45 1/2" Sq Deck P/T	3
18254	-- 3'-0" Transfer Point 45 5" W	1
18273	-- 3' & 5' Access Attachment	1
18330	-- Mini-Arch Bridge w/Barrier	1
18335	-- Suspension Bridge 45 1/2" Dk	1
18341	-- 4'-0" F5 Spiral Slide	1
18364	-- 4' Flat Wall Attachment	1
18376	-- Decorativve Panel w/Wheel 45 1/2"	1
18389	-- 3' Rumble & Roll Zip Slide	1
18673	-- Shingle Roof 45 1/2"	2
178749	-- Owner's Kit	1
12583	Primetime Swing Frame, 3 1/2" Od	1
12584	Primetime Swing Add-A-Bay, 3 1/2" Od	1
1483	3 1/2" Belt Seat-Galv Chain	2
1470	3 1/2" Enclosed Tot-Galv Chain	2
391	Stallion Only	1
4891	GameTime - Coil Spring Mt-Loose Fill	1

Total Amount: Continued



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

**Bluestone Park Playground Proposal**

Quote Number: 58300

Quote Date: 9/23/2008

West Virginia State Parks  
 Attn: Jason Brown  
 HC 76 Box 3  
 Hinton, WV 25951  
 Phone: 304-466-2805  
 Fax: 304-466-2813

Stock ID	Description	Quantity
359	Frog Only	1
4891	GameTime - Coil Spring Mt-Loose Fill	1
INSTALL.	Installation of Above Equipment	1
4850	8" Playcurb Pkg-Black	50
4854	Accessible Playcurb-Black	1
161290	Geo-Textile 2250 Sq Ft Roll	1
POOL AREA		
12583	Primetime Swing Frame, 3 1/2" Od	1
12584	Primetime Swing Add-A-Bay, 3 1/2" Od	1
1470	3 1/2" Enclosed Tot-Galv Chain	2
1483	3 1/2" Belt Seat-Galv Chain	2
391	Stallion Only	1
4891	GameTime - Coil Spring Mt-Loose Fill	1
359	Frog Only	1
4891	GameTime - Coil Spring Mt-Loose Fill	1
INSTALL.	Installation of Above Equipment	1
4850	8" Playcurb Pkg-Black	45
4854	Accessible Playcurb-Black	1
161290	Geo-Textile 2250 Sq Ft Roll	1
		1
161290	Geo-Textile 2250 Sq Ft Roll	1
ALL AREAS		
EWf	Engineered Wood Fiber @ 8" Compacted Depth	2400

Total Amount: Continued



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

### Bluestone Park Playground Proposal

Quote Number: 58300

Quote Date: 9/23/2008

West Virginia State Parks  
Attn: Jason Brown  
HC 76 Box 3  
Hinton, WV 25951  
Phone: 304-466-2805  
Fax: 304-466-2813

Site must be level and free of obstructions. Pricing reflects US Communities pricing contract.  
Contract: USC

**Total Amount: \$44,420.33**

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

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

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, GameTime  
of Fort Payne, AL, as Principal, and Travelers Casualty and Surety Company of America  
of Hartford, CT, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% of Bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Furnish and Install Playground Equipment for Bluestone State Park (RFQ #DNR209037)

**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.

The attached Warranty Limitation Rider is a part of this bond.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 2nd day of October, 2008.

Principal Corporate Seal

GameTime  
(Name of Principal)  
By [Signature]  
(Must be President or Vice President)  
Mike Hawkins, VP Corp Risk Mgmt  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)  
[Signature]  
Virginia B. McManus Attorney-in-Fact  
WV License #452930

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

WARRANTY LIMITATION RIDER TO BID BOND

This Rider is an attachment to and forms a part of the bid bond executed by Travelers Casualty and Surety Company of America ("Travelers"), as Surety, on behalf of GameTime ("Principal") and in favor of State of West Virginia ("Obligee") in connection with the bid submitted by the Principal on October 9, 2008 involving proposal for Furnish and Install Playground Equipment for Bluestone State Park (RFQ #DNR209037) "Contract".

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It is the condition of this bid bond that the warranty obligations of Travelers under its final performance bond, notwithstanding any provision to the contrary in the proposed Contract or bid documents, shall not exceed one year from the date of substantial completion of the Principal's performance under the Contract, and that any claim by the Obligee under the performance bond must be discovered and asserted against Travelers within one year from the date of substantial completion of the Contract by the Principal. Any extended warranties provided in the Contract by the Principal and/or product manufacturers for workmanship or materials that exceed one year from the substantial completion date shall be the sole obligations of the Principal and/or the product manufacturers and shall be explicitly excluded from coverage under the performance bond to be provided by Travelers.

By acceptance of this bid bond, the Obligee acknowledges that the warranty obligations of Travelers Casualty and Surety Company of America in the final performance bond shall not exceed one year from the date of the project's substantial completion.

By submission of this bid bond, the Principal acknowledges that Travelers has no liability to the Principal in the event that this bid bond is rejected by the Obligee.

Signed, sealed, and dated this 2nd day of October, 2008.

Travelers Casualty and Surety Company of America

By: Virginia B. McManus  
Virginia B. McManus, Attorney in Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. ATLA-2008-2300

Principal: GameTime

OR

Project Description: Furnish and install Playground Equipment for
Bluestone State Park (RFQ #DNR209037)

Obligee: State of West Virginia

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Virginia B. McManus of the City of Atlanta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of August, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of August, 2006, before me personally appeared George W Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal

My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

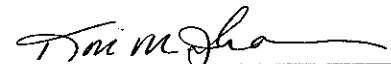
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 02nd day of October , 2008.



Kori M. Johanson, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [stpaultravelersbond.com](http://stpaultravelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.**



# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
ATL-001038993-07

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

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

457102-GL-pg-02-03

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

### COMPANIES AFFORDING COVERAGE

- COMPANY  
**A** STEADFAST INSURANCE COMPANY
- COMPANY  
**B** NATIONAL UNION FIRE INSURANCE CO OF PITTSBURGH
- COMPANY  
**C** OHIO CASUALTY INSURANCE CO
- COMPANY  
**D** N/A

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2  
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

### CERTIFICATE HOLDER

For Informational Purposes Only

### CANCELLATION

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

MARSH USA INC.

BY: Walter Gilstrap

MM1(3/02)

*Walt Gilstrap*

VALID AS OF: 02/23/06

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



## American Society for Testing and Materials (ASTM)

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

## CPSC

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



## IPEMA Equipment Certification

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



## IPEMA Surfacing Certification

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

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



ADA

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



ISO 9001:2000

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



TUV

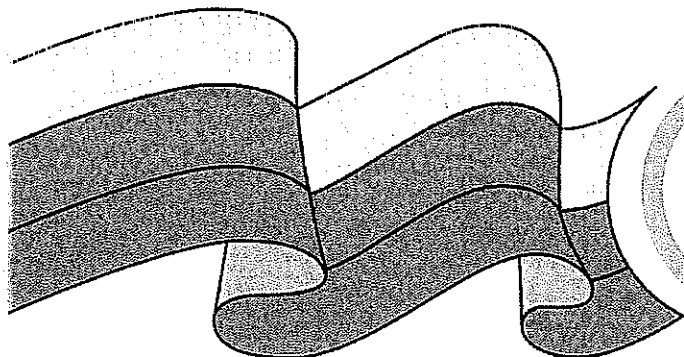
An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that indicate that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment,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

Certificate Number #: 005400

Registration #: 0689-01



# CERTIFICATE OF REGISTRATION



Quality  
System  
Registrar

Having been audited in accordance with requirements of

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

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

## **GameTime Division of Playcore**

registration of the quality system at its location:

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

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

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

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

Signed for SRI:

A handwritten signature in cursive script, appearing to read 'Peter B. Lake'.

Peter B. Lake, CEO

Date: September 2, 2005

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



## GAMETIME WARRANTIES

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

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

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

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

GTW030320

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

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

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

### General warranty info

#### Lifetime Limited Warranty

PowerScape® Plus, PrimeTime™ and TotStuff™ uprights

All hardware

PowerScape PowerLocks™

#### 15 Year Limited Warranty

Rotationally molded products

Rotationally molded KidTime™ products

Metal decks

Pipes

Rungs

Rails

Loops

#### 10 Year Limited Warranty

PrimeTime bolt-through connections

Parcourse® fitness equipment

#### 5 Year Limited Warranty

Super Seats

#### 3 Year Limited Warranty

Rubber or "C" springs used on SaddleMates®

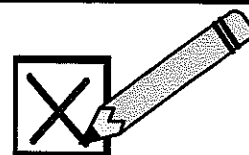
#### 1 Year Limited Warranty

All other GameTime products

# GameTime Order Check Sheet

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



✓ Signed Proposal

✓ Signed Purchase Order made out to GameTime c/o Cunningham Associates, Inc.

✓ Signed GameTime Color Selection Form

✓ Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

✓ Contact Person: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

✓ Shipping Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

✓ Contact Person: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

✓ Tax Exempt Number & Certificate (or tax will be added): \_\_\_\_\_

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

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

If you have any questions please call:

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

# GameTime Color Selection Sheet



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

**Custom Colors:**

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

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

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

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

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

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

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

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

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

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

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

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

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

<b><u>Metals:</u></b>		<b><u>Plastics</u></b>		<b><u>1-Color Poly Panel (HPDE)</u></b>			<b><u>Timber Décor:</u></b> Redwood or Cedar			
Yellow	Butterscotch	Yellow	Red	Red	Yellow	Green				
Red	Burgundy	Purple	Blue	Blue	Beige		<b><u>TuffClad</u></b>			
Purple	Blue	Teal	Green				Red	Brown	Blue	Dark Green
Teal	Green	Brown	Beige	<b><u>2-Color Poly Panel</u></b>			<b><u>Net Climbers:</u></b> Red Blue Green			
Dark Green	Brown	Gray		<b>Outside/Inside Color</b>			<b><u>Xscape Nets:</u></b> Red Black			
Beige	Gray	<b><u>Rock Colors</u></b>		<b>Red/Yellow Yellow/Red</b>						
Metallic	Black	Sandstone Granite		<b>Green/Beige Blue/Beige</b>						
White				<b><u>WallCano Handholds:</u></b> Red Blue Green Beige						
<b><u>SunBlox Roof &amp; Shade Colors:</u></b>										
White	Red	Royal Blue	Laguna Blue	Navy Blue	Turquoise	Rain Forest	Terra Cotta	Arizona	Silver	
Black	Sunflower Yellow									

**Play Palettes:**

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