



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
 DNR209040

PAGE
 1

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

*709054414 304 263 7857
 TAYLOR SPORTS & RECREATION
 PO BOX 1706
 MARTINSBURG WV 25402

VENDOR

DIVISION OF NATURAL RESOURCES
 MONCOVE LAKE STATE PARK
 ATTN: PARK SUPERINTENDENT
 POST OFFICE BOX 224
 GAP MILLS, WV
 24941 304-772-3450

SHIP TO

DATE PRINTED 09/19/2008	TERMS OF SALE 30 DAY NET	SHIP VIA MIRACLE	F.O.B. y	FREIGHT TERMS PREPAID
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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
0001	1	LS		650-38		\$40,405
<p>PLAYGROUND EQUIPMENT</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH LABOR AND MATERIALS TO PROVIDE PLAYGROUND EQUIPMENT FOR MONCOVE LAKE STATE PARK PER THE ATACHED SPECIFICATIONS.</p> <p>A WALK THROUGH OF THE SITE WILL BE HELD ON MONDAY, SEPTEMBER 29, 2008 AT 2:00 PM. VENDORS ARE RESPONSIBLE FOR BEING FAMILIAR WITH THE SITE AND NECESSARY REQUIREMENTS OF THIS PROJECT.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS OCTOBER 2, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p>						

RECEIVED
 08 OCT -9 AM 11:26
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas C. Miller</i>	TELEPHONE 304-744-6548	DATE 10-8-08
TITLE REGIONAL REP	FEIN 55-0778347	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."

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.



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/19/2008				

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 5</p> <p>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.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MONROE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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				<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <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 & STEEL IN PUBLIC WORKS PROJECTS</p>		

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<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS 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>						

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				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			

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EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS. :						
NO. 1		TCM				
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
<i>Thomas C. Nelson</i>					SIGNATURE	
<i>Taylor Sports & Rec</i>					COMPANY	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Thomas C. Nelson</i>	TELEPHONE	DATE 10-8-08	
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<p>PROCUREMENT</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS 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.: DNR209040</p>						

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MONCOVE LAKE STATE PARK PLAYGROUND SPECIFICATIONS – CONTD.

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

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

Vendors must submit the following attachments:

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

Additionally, all playground equipment must meet the following requirements:

- Decks must be one piece steel and powder coated.
- Connectors must be direct-bolt and bolt locations should be pre-drilled
- Color scheme for all equipment must be green plastic, brown uprights, beige metal and brown decks.

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.

Item No.	Quantity	Description	Unit Price	Amount
		To supply playground equipment to offer play activities for children ages five (5) to twelve (12) at Moncove Lake State Park, Gap Mills, West Virginia. There will be a total of two separate playground areas for which playground equipment is to be supplied. Park personnel will install all playground equipment.		
1	1	<p>PICNIC AREA PLAYGROUND</p> <p>GameTime PrimeTime playground structure and components, Model #11817 (modified Straight Arrow), or equal. Uprights must be constructed of powder-coated aluminum with a minimum OD of 3 1/2". Equipment must have a ASTM Minimum Use Zone of 49'9" x 31'3". The equipment must include the following components:</p> <p>GameTime transfer point with accessible attachment or equal.</p> <p>GameTime curved molded slide. Slide must be approximately 3' in length.</p> <p>GameTime spiral molded slide with hood or equal. Slide must be approximately 6' in length.</p> <p>GameTime double molded slide, or equal. Slide must be approximately 5' in length.</p> <p>GameTime vertical climbing wall or equal. Wall must be approximately 6' in height.</p> <p>GameTime rock wall climber with molded in handholds or equal. Wall must be approximately 5' in height.</p> <p>GameTime DNA vertical climber. Climber must be steel construction and must be approximately 6' in height.</p>	<p>MIRACLE RECREATION</p> <p>YES</p> <p>"L" SLIDE</p> <p>DUPI GATOR SLIDE</p> <p>COOPER MOBIL SLIDE</p> <p>SLOPED CLIMBING WALL</p> <p>SLOPED CLIMBING WALL</p> <p>TRAP DOOR CLIMBER</p>	<p>#22,037</p>

Item No.	Quantity	Description	Unit Price	Amount
		GameTime rung ladder or equal. Ladder must be steel construction and must be approximately 5' in height.	SPIDER LADDER	
		GameTime funnel bridge or equal.	BURMA BRIDGE	
		GameTime single seat or equal.	SEAT	
		GameTime cosmix climber or similar sideways climber or equal. Climber must be approximately 5' in height.	WAVE WALKER	
		GameTime straight horizontal loop ladder with D-ring style or equal.	WIGGLY WORM	
		GameTime therapeutic rings or equal.	THERAPEUTIC RINGS	
		GameTime turning bar or equal.	BAR	
		GameTime crunch bar or equal.	CRUNCH STATION	
		GameTime shingle style molded roof for one 36" deck or equal.	SQUARE ROOF	
2	1	GameTime, Primetime arch swing frame, Model #12583, or equal. Swing must have a minimum 3 1/2" OD.	MIRACLE 2 BAY Arch SWING FOR BOTH OF THESE	900
3	1	GameTime, Primetime arch swing add-a-bay, Model #12584, or equal. Bay must have a minimum 3 1/2" OD and an ASTM minimum use zone of 37'2" x 32'1". Equipment must include the following components:		
		Minimum of two belt seat swings with stainless steel chain and attachments;	58	116
		Minimum of two enclosed toddler seats with stainless steel chain and attachments; and	94	188
		Minimum of 3-1/2" OD galvanized steel uprights and top rail.		

Item No.	Quantity	Description	Unit Price	Amount
4	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.		1925
SHELTER #1 PLAYGROUND AREA				
5	1	GameTime, wave zip slide F/S, Model #18395, or equal. Slide must be approximately 6' in length and have a minimum ASTM use zone of 27'2" x 15'4".	6 PIPES SLIDE	1825
6	1	GameTime, sky runner (F/S), Model #6200, or equal. Runner must have a minimum ASTM zone of 18'2" diameter.	DOUBLE HANG AROUND	2391
7	1	GameTime, Primetime swing frame, Model #12583, or equal. Frame must have a minimum of 3 1/2" OD.	MIRACLES 2 BAY ARCH SWING	900
8	1	GameTime, Primetime Swing Add-A-Bay, Model #12584, or equal. Bay must have a minimum 3 1/2" OD and an ASTM minimum use zone of 37'2" x 32'1". Equipment must include the following components: Minimum of four belt seat swings with stainless steel chain and attachments; and Minimum 3-1/2" OD galvanized steel uprights and top rail.	58 ✓	232
9	107	GameTime playcurb, Model #4850, or equal. PlayCurb must be a minimum of 8" and must be black in color.	34 ea	3638
10	2	Game Time , accessible playcurb, Model #4854, or equal. Playcurb must be black.	520 ea	1040
11	4,900 Sq. Ft.	Engineered wood fiber. Or equal. Fiber must be compacted at 8" in depth.	12.26 CU. YARD	2452
12	1 Roll	Geo-Textile fabric 1,125 Sq Ft Roll or equal.	} FOR BOTH	380
13	1 Roll	Geo-Textile fabric 2,250 Sq Ft Roll or equal.		

Item No.	Quantity	Description	Unit Price	Amount
14	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.		2381
			TOTAL	\$40,405

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts) **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. **Application is made for 5% resident vendor preference for the reason checked:**

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

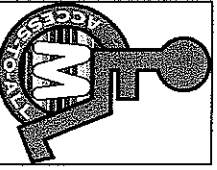
Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Taylor Sports + Recreation Signed: Thomas C. Nelson

Date: 10-7-08 Title: Regional Rep

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".

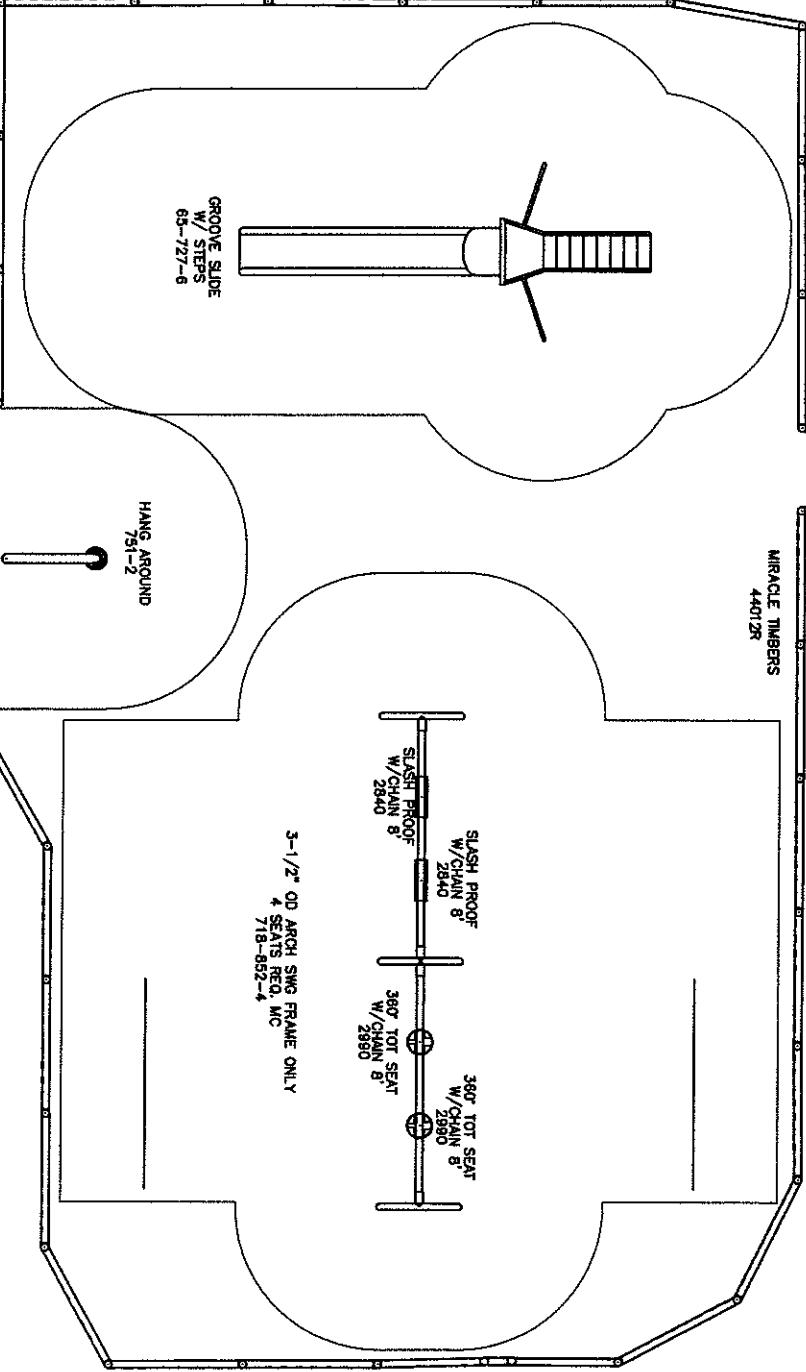
FOR KIDS
AGES
2-12
YEARS



ACCESS RAMP FOR
MIRACLE TIMBERS
RECYCLED
440-88



MIRACLE TIMBERS
44012R



Shelter #1

N/A

GROUND SPACE N/A

PROTECTIVE AREA 46'10" X 59'4"

SCALE N/A

Taylor Sports and Recreation

Po Box 1706

Martinsburg WV 25402

PHONE NO. 1-800-286-8683

FAX NO. 1-304-253-9382

DRAWN BY Melinda DATE 10/01/2008



IPEMA Certificate of Compliance



CERTIFICATE

ISSUE DATE: 10/8/2008

Moncove Lake State Park

In the interest of public playground safety, IPEMA provides a third-party certification service whereby Detroit Testing Laboratory, Inc. validates a manufacturer's certification of conformance to the ASTM F1487-07 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from Detroit Testing Laboratory, Inc. that the products listed below conform with the requirements of ASTM F1487-07 (excluding sections 7.1.1, 10 and 12.6.1).

Manufacturer
Miracle Recreation
P. O. Box 420,
Monett, MO 65708

<u>PRODUCT #</u>	<u>PRODUCT LINE</u>	<u>DESCRIPTION</u>
714-502-9	Kids' Choice	DECK SQUARE (4 POSTS) M'THERM
714-552-3	Kids' Choice	II
714-573-3	Kids' Choice	POST 5" O.D. X 136" (3' TO 5' DECKS) 13 GAGE POSTS
714-574-3	Kids' Choice	POST 5" O.D. X 168" , FOR ROOF (36" TO 5' DECK S) 13 GAGE POSTS
		POST 5" O.D X 186" FOR ROOF (5'6" TO 6'6" DECKS) 13 GAGE POSTS

1 of 3 You may verify this certificate by visiting IPEMA's website at <http://www.ipema.org>



IPEMA Certificate of Compliance

<u>PRODUCT #</u>	<u>PRODUCT LINE</u>	<u>DESCRIPTION</u>
714-612-5	Kids' Choice	WAVE WALKER CLIMBER (5' DECK)
714-723-129	Kids' Choice	12' BURMA BRIDGE M'THERM II
714-726-5	Kids' Choice	Mogul Slide (5' Deck)
714-727-5	Kids' Choice	Groove Slide (5' Deck)
714-731-6	Kids' Choice	TRAP DOOR CLIMBER (6'6" DECK)
714-757-25	Kids' Choice	SLOPED CLIMBING WALL (4' OR 5' DECK)
714-771-6S	Kids' Choice	DUPLI-GATOR SLIDE (6'6" DECK)
714-782	Kids' Choice	CRUNCH STATION
714-810-9	Kids' Choice	STAIR BETWEEN DECKS ADA (1' RISE) M'THERM II
714-817-3B	Kids' Choice	SINGLE POD SEAT
714-843	Kids' Choice	Chinning Bar w/ Post
714-846-5	Kids' Choice	THERAPEUTIC HANDRINGS
714-851-39	Kids' Choice	SQUARE TRANSFER POINT (3' DECK)
714-861-4	Kids' Choice	SQUARE ROOF
714-872-H8	Kids' Choice	30" I.D. 8' HIP CRAWL TUBE
714-907-1	Kids' Choice	"L" SLIDE RH (3' DECK)
714-963	Kids' Choice	Horizontal Spider Ladder w/End Climber
714-974-8	Kids' Choice	WIGGLY WORM CLIMBER (5', 6' 6" OR 8' DECK)
2840	Misc	Slashproof Swing Seat
2841	Misc	Slashproof Swing Seat
65-727-8	Misc	GROOVE SLIDE W/PVC STEPS (8' PLATFORM)
751-2	Misc	Hang-A-Round, Cluster of two (2)

2 of 3

You may verify this certificate by visiting IPEMA's website at <http://www.ipema.org>



IPEMA
International Play Equipment Manufacturers Association

IPEMA Certificate of Compliance

<u>PRODUCT #</u>	<u>PRODUCT LINE</u>	<u>DESCRIPTION</u>
718-852-2SX	Tots' Choice	3 1/2" OD ARCH ADD-A-BAY W/2 S/P SEATS
718-852-2T	Tots' Choice	3 1/2" OD ARCH FRAME W/2 360 DEG TOT SEATS MC

3 of 3

You may verify this certificate by visiting IPEMA's website at <http://www.ipema.org>



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IPEMA Certificate of Compliance



CERTIFICATE

ISSUE DATE: 10/8/2008

Moncove Lake State Park

In the interest of public playground safety, IPEMA provides a third-party certification service whereby Detroit Testing Laboratory, Inc. validates a manufacturer's certification of conformance to the ASTM F1292-04, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Standard. The manufacturer listed below has received written validation from Detroit Testing Laboratory, Inc. that the products listed below conform with the requirements of ASTM F1292-04.

Manufacturer

Zeager Bros. Inc.
4000 East Harrisburg Pike,
Middletown, PA 17057 United States

PRODUCT #

08W

PRODUCT LINE

Woodcarpet

DESCRIPTION

8" Woodcarpet

THK/HT RATIO

8"/8"



• GENERAL SPECIFICATIONS

SAFETY STANDARDS & GUIDELINES All public playground equipment supplied shall meet all applicable provisions of the current "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC), and of ASTM F1487-01 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," published by the American Society for Testing and Materials (ASTM). Products bearing the certification seal of the International Play Equipment Manufacturers Association (IPEMA) have received written validation of compliance with ASTM F1487-01.

TRADEMARKS Miracle (R) Miracle Recreation (R), Kids Choice (R), Tots Choice (R), Center Stage (R), Toddlers Choice (R), Lokville (R), Spray Stations (R), Hang-A-Round (R), Fun Tunnel (R), Versalok (R), Rock-It (R), Flippopotamus (R), Dupli-Gator (R), Natureworks (R), Tots' Choice Expansion (TM), Play Terrain (R), Boulder Ridge (R), Playcover (R), Webscapes (R), Libra (R), Pegasus (R), Aquarius (R), Gemini (TM), Perseus (TM), Nexus (TM), Bug Bites (TM), Connexion (TM), Kidrox (R), Mt. Hood (TM), Mt. Rainier (TM), Mt. Kilimanjaro (TM), Gator Grip (R), Mega Tower (TM), Observation Deck (R), Big Timber (R), Tensile Tough (TM), Tensile Tower (TM), Timber (TM), Wavy Waffle Wall Walker (TM), X-Cavator (TM), Power Pedaler (TM), Bongo (TM), Flippo (TM), Big Kahuna (R), Camel Back (TM), Mogul (TM), Groove (TM), Toboggan (TM), Typhoon (TM), Chameleon (TM), Whirlwind (TM), Funnel Tunnel (TM), Thunder Tunnel (TM), Serpent Trek (TM), Triple Play (TM), Kids Perch (TM), View Groove (TM), Fun Fone (TM), Rodeo Rocky (TM), Schnozz Womp (TM), Offspring (TM), Rainbow Bend (TM), Funshades (TM), Sneak-A-View (TM), Rockite (TM), Mira-Cote (TM), Mira-Therm (TM), Mira-Lam (TM), Mira-Lene (TM), OrbX (TM), Sun Sparkle (TM), Trim Timber (TM), XCalator (TM), and Perma-Guard (TM) are trademarks of Miracle Recreation Equipment Company. Tornado (TM), Multi-Pondo (TM), and Pirouette (TM) are trademarks of HAGS (TM). Miracle and HAGS are divisions of PlayPower, Inc. PlayPower (R) is a trademark of PlayPower, Inc.

QUALITY SYSTEM CERTIFICATION The manufacturer's quality system is certified to ISO 9001 since December 1998

PRODUCT CHANGES At Miracle Recreation Equipment Company we strive for the utmost in quality and safety in our entire product line. Therefore, in order to honor this commitment to you, our customers we reserve the right to make changes on any product released and/or published in our annual catalog and other promotional or technical literature.

WARRANTY

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties.

- LIMITED ONE HUNDRED (100) YEAR WARRANTY** on aluminum deck posts, steel deck posts, the VersaLok(R) fastening system, and associated fastening hardware against structural failure due to weather corrosion or defects in materials or workmanship.
- LIMITED FIFTEEN (15) YEAR WARRANTY** on steel support legs and Mira-Therm (TM) II on MEGA TOWER (TM), TOTS CHOICE (R), Nexus (TM), KIDS' CHOICE (R), CENTER STAGE (R), and Boulder Ridge (R) Rock Wall against structural failure due to weather corrosion or defects in materials or workmanship.
- LIMITED FIFTEEN (15) YEAR WARRANTY** on playsystem steel components including railings, rungs and rigid climbers against structural failure due to defects in materials or workmanship.
- LIMITED FIFTEEN (15) YEAR WARRANTY** on Rockite (R) against structural failure due to defects in materials or workmanship.
- LIMITED TEN (10) YEAR WARRANTY** on all Play Cover (R) steel frames against failure due to weather corrosion or defects in materials or workmanship.
- LIMITED TEN (10) YEAR WARRANTY** on Play Terrain (R) Rubber Mulch against total color loss and on the attenuation performance and appearance of Play Terrain (R) Synthetic Turf safety surfacing. Please contact your local representative for more information.
- LIMITED FIVE (5) YEAR WARRANTY** on all Play Cover (R) fabric due to rot, UV deterioration (shades of red carry LIMITED THREE (3) YEAR WARRANTY) or defects in materials or workmanship.
- LIMITED FIVE (5) YEAR WARRANTY** on Kidrox® Climbing Rocks against structural failure due to defects in materials or workmanship.
- LIMITED FIVE (5) YEAR WARRANTY** on all Webscapes (R) Net Climbers against degradation of design loading capabilities and LIMITED ONE (1) YEAR WARRANTY against defects in materials or workmanship.
- LIMITED THREE (3) YEAR WARRANTY** on Slashproof Seats, Trim Timbers (TM), and 360° Bucket Tot Seats for Swings against structural failure due to defects in materials or workmanship.
- LIMITED ONE (1) YEAR WARRANTY** against structural failure due to defects in materials or workmanship on the following products and components: TODDLERS' CHOICE (R) main support materials and decks; all pool slide support structures, stairways, landings, and railings; bleachers; and all products and components not specifically listed above, including, without limitation, all moving parts and flexible climbers.
- LIMITED SIX (6) MONTH WARRANTY** on sewn fabric components on Early Childhood products against failure due to defects in materials or workmanship.

13. These limited warranties do not protect against color fade (except for Play Cover (R), as noted above), or damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed and maintained according to manufacturer's installation and maintenance instructions.

14. All warranties begin to run on the date of Miracle's invoice. Repaired or replacement part(s) are warranted only for the balance of the original limited warranty.

BUYER'S REMEDY: If any products prove to be defective or non-conforming under normal use and within the above-prescribed warranty periods, Buyer must promptly notify Miracle in writing at P.O. Box 420, Monett, MO 65708 USA. Miracle will, within a reasonable time and in its sole discretion, repair or replace such defective or non-conforming product by providing replacement products or part(s) free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s).

These limited warranties apply only to Miracle products that are erected in conformance with Miracle's installation instructions and maintained and inspected in conformance with Miracle's maintenance and operational instructions. These limited warranties specifically do not cover Miracle products: that have been modified, altered, or misused; that have not been used as designed or intended to; to which non-Miracle parts have been added or substituted; or that have been damaged due to vandalism, abnormal use, or abuse. Buyer, by acceptance and use of these limited warranties, waives any rights it would otherwise have to claim or assert that this limited warranty fails of its essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

EXCEPT AS EXPRESSLY WARRANTED HEREIN, MIRACLE EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL MIRACLE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, CONSEQUENTIAL INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR OTHER PECUNIARY LOSS).

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of items listed in bold type.

• **KIDS' CHOICE MIRA-THERM II DECKS:** The deck models in the 714-50X-9 series shall consist of a (3) sided equilateral triangle deck: Model # 714-501-9, with a deck top surface area of 7 sq. ft. (1008 sq. in.), a (4) sided square deck: Model # 714-502-9, with a deck top surface area of 16 sq. ft. (2304 sq. in.); (4) sided (3) opening half hex decks: Model #s 714-503-9 and 714-504-9 with a deck top surface area of 21 sq. ft. (3024 sq. in.); (4) sided (6) opening rectangular decks: Model #s 714-508-9, 714-509-9 and 714-510-9 with a deck top surface area of 32 sq. ft. (4608 sq. in.); a (5) sided pentagon deck: Model # 714-512-9, with a deck top surface area of 23.8 sq. ft. (3427 sq. in.); an (8) sided octagon deck: Model # 714-519-9 with a deck top surface area of 60 sq. ft. (8640 sq. in.); (4) sided (6) opening parallelogram decks: Model #s 714-505-9, 714-506-9 and 714-507-9, with a deck top surface area of 28 sq. ft. (4032 sq. in.); and a (7) sided heptagon deck: Model # 714-517-9 with a deck top surface area of 55 sq. ft. (7,920 sq. in.).

Model # 714-511-9 shall be an isosceles triangle split deck (single section) designed to serve as a step platform for lower deck heights: 18" or lower for 2-5 year olds, and 30" or lower for 5-12 year olds. All other Model # 714-511-X9 split decks shall feature two triangular deck sections which shall be mounted between four posts at different heights so that a 6", 12", 18", or 24" (X) rise shall be formed along the hypotenuse between two posts. Models which rise greater than 6" shall contain a riser plate; models which rise greater than 12" shall also contain an arched enclosure assembly. The deck top surface area of split deck models shall be 8 sq. ft. each for both sections, or total 16 sq. ft. Riser plates shall be constructed of 11 ga **A-60 Galvannealed** sheet; risers for 18" and 24" rises shall contain a rung and vertical supports of 1" tube, solid welded, all finished in **Mira-Cote**. The arch enclosure assembly accompanying models which rise 18" and 24" shall comprise top and bottom supports and an arched upright constructed of 1" pipe, drilled, formed and mashed, all solid welded, and vertical rungs of 1" tube with plastic pipe plugs inserted in open ends and finished in **Mira-Cote**.

Decks shall be designed for maximum flexibility in height of deck surface, from 0" to 6'-6" (in 6" increments) though 3'-5" and 6'-6" shall be considered standard heights. Decks shall be designed on a 48" center-to-center spacing on 5" deck posts, at equal or varied heights. All deck-to-post connections shall be made with a deck support clamp. All deck connections shall be made beneath deck with no exposed fasteners on deck perimeter. Decks with 8' wide open side shall be designed to attach to another deck with 8' wide open side at same deck height, or to a Model # 714-770-6 Lippopotamus Slide/Climber.

All decks shall be constructed with folded 11 ga steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid welded prior to PVC coating. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. All deck surfaces shall be coated in **Mira-Therm**.

• **KIDS' CHOICE STEEL POSTS** each shall be constructed of 5" tube with a 5" round end cap pressed into its top end. Post and end cap shall have a **Mira-Cote** finish.

• **SQUARE ROOF:** The square roof shall measure 60" square by 32" high and shall be constructed of double wall **Rockite** with a shingle pattern. The roof shall attach to the top of posts with four roof brackets. For Kids' Choice, the roof brackets shall be constructed of 4" Sch 40 pipe welded to a 5" x 18-1/2" plate made of 11 ga. **A-60 Galvannealed**. For Tots' Choice Expansion, the roof brackets shall be constructed of 3-1/4" Sch 40 pipe welded to a 6" x 20" plate made of 11 ga. **A-60 Galvannealed**. Roof clearance for the square roof shall be 72" from deck surface to roof edge. The **Rockite** roof shall have color molded in. The roof brackets shall have a **Mira-Cote** finish.

- **DUPLI-GATOR SLIDE/CLIMBER** may be utilized in either of two ways: as a curving, two-bedway side-by-side slide or as a challenging climber shaped like a partially submerged alligator. The climber model shall contain an arched enclosure and the slide model shall include a sit-down canopy for added safety. The one-piece slide/climber shall be constructed of double-wall **Rockite** with each wall being 1/4" to 3/8" thick. The body shall measure approximately 11' long by 3'-4" wide with a 15-1/2" offset at opposite end. Total thickness of the body shall be approximately 14-1/2". Both mogul slide bedways with smooth curves shall measure approximately 16-5/8" wide by 6" deep by 11' long. The canopy for slide models shall be constructed of double-wall **Rockite** with threaded fasteners incorporated for assembly. The canopy shall have an inside width of 39" and an outside width of 44" and shall be slanted at 37 degrees. It shall be field assembled to posts via clamps and a rung of **1" pipe**. The arch enclosure for Kids' Choice climber model shall consist of top and bottom supports and an arched upright of **1" pipe**, formed, mashed and punched, and vertical rungs of **3/4" x 1" oval tube**, all solid **welded**. The arch enclosure for Tots' Choice climber model shall consist of two top supports, an arched upright and infill to be constructed of **1" tube**, formed, mashed, punched and solid **welded**. The Tots' Choice climber model shall also employ a fill block, constructed of 11 ga. sheet formed and solid **welded**, measuring 3-1/2" x 42" x 3", to field assemble the climber to the deck. The front leg shall be constructed of **1" pipe**, drilled and formed. The front leg bracket shall be drilled flat 1/2" x 1-1/2" and 3/8" HR round, solid **welded**. The middle legs shall be constructed of formed and punched **1-1/2" pipe**, mashed at top end for field assembly to castings and slide/climber. Leg castings shall be constructed of SAE 355 **aluminum alloy** measuring approximately 5" x 14" x 2". The assembly shall contain **Versalok Fasteners** and hardware shall be **Fastener Style A**. The slide/climber and canopy shall have color molded in. The enclosures, canopy rung, legs, front leg, leg castings, bracket and clamps shall have a **Mira-Cote** finish. The fill block shall be finished in **Mira-Therm**.

- **MOGUL & GROOVE SLIDES** shall be one-piece wave and straight slides respectively, with a sit-down canopy for deck attachment. Mogul and Groove Slides shall be designed to attach to decks of several heights with corresponding bedway lengths: 4' deck models shall have bedways 8'-6" long; 5' deck models shall have bedways 10'-6" long; 6'-6" deck models shall have bedways 13'-6" long; and 8' deck models shall have bedways 16' long. The one-piece slides and canopy shall be constructed of double wall **Rockite** and shall have 6" high side rails with a 26" long exit bedway, an overall width of 25", and an 18" wide sliding surface. The rung for canopy panel attachment shall be constructed of **1" pipe**. The front leg and middle leg each shall be constructed of a vertical **2" pipe welded** to an 11 ga. **A-60 Galvannealed** mounting bracket. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The legs, rungs and clamps shall have a **Mira-Cote** finish. The **Rockite** slides and canopy shall have molded in color.

- **ROCKITE "L" SLIDE** shall be an open bedway slide which shall exit to the right from a 3' deck and shall include a canopy panel. The one-piece slide and the canopy panel shall be constructed of double wall **Rockite**. The slide shall have 6-1/4" high side rails, an overall width of 25-5/8", and an 18" wide sliding surface. The front leg shall be constructed of **1-1/2" tube**, solid **welded** to a 7 ga. **A-60 Galvannealed** mounting bracket. A top rail used for mounting the canopy between deck posts shall be **1" pipe**. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The top rail, front leg, and clamps shall be finished in **Mira-Cote**. The **Rockite** slide and canopy shall have color molded in.

- **MIRA-THERM II ATA STAIRS BETWEEN DECKS** shall be stair assemblies, with spoked or open handrails, designed to connect decks of different heights. The steps shall be constructed of 7 ga. steel stringers with treads constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid **welded** with PVC coating. The braces shall be constructed of 11 ga. black. The spoked handrails shall consist of a top and bottom rail and newel post, all of **1" pipe**, and uprights constructed of **3/4" x 1" oval tube**, all solid **welded**, with **plastic pipe plugs** inserted in open ends. Top rails shall have 3/8" aluminum inserts. The open handrails shall consist of a top and bottom rail and newel post of **1" pipe**, all solid **welded** with **plastic pipe plugs** inserted in open ends. Top rails shall have 3/8" aluminum inserts. The top deck enclosure shall consist of enclosure rails and an upright, both to be constructed of **1" pipe**, drilled and solid **welded** with one end of upright mashed for field attachment to deck. The bottom deck enclosure shall consist of horizontal rails and an upright of **1" pipe**, drilled and solid **welded**, and a spoke upright of **3/4" x 1" oval tube**. The upright shall be mashed on one end for field attachment to deck. Inserted in open ends will be **plastic pipe plugs**. The assembly shall include **Fastener Style A** hardware and **Versalok Fasteners**. The step assemblies shall be finished in **Mira-Therm**. The deck enclosures, handrails, and clamps shall be finished in **Mira-Cote**.

- **MIRA-THERM II SQUARE TRANSFER POINTS** shall be designed to assist disabled users gain access to and egress from a deck system. The stair assembly shall be constructed of 11 ga. steel stringers solid **welded** to 11 ga. steel sheet decking that is perforated in a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Approximate dimensions of stair assembly shall be 26" overall width, 14" deep step tread and 8" high step rise. The 26" square (approximate) transfer point shall be constructed of 11 ga. steel sheet folded to form approximately 3" high sidewalls. The decking shall be perforated as described above. It shall be reinforced with cross braces of 3/16" x 2" HR flat solid **welded**. The bottom step shall be constructed of 11 ga. steel sheet (with folded edges) perforated as described above. The step shall be approximately 26" wide by 14" deep by 6-1/2" high. Kids' Choice deck enclosures shall be constructed of formed **1" pipe**, including a **welded** upright of the same material. Tots' Choice deck enclosures shall be constructed of **1" pipe** and a formed and **welded** upright of **1" tube**. Each deck enclosure assembly shall be drilled for field assembly of a stair handrail, and shall have its bottom end mashed and punched for field assembly to deck. Stair handrail assemblies shall be **welded** upper and lower handrails of formed **1" pipe**. Closed handrails shall contain vertical uprights of **3/4" x 1" oval tube welded** within. Swaged handrail extensions for field assembly to handrails shall be constructed of **1" pipe**. A transfer deck handrail constructed of formed **1" pipe** shall be field assembled to one handrail newel upright and transfer point deck edge. Models designed for assembly to 5' and 6' or 6'-6" decks shall contain handrail sleeve supports constructed of **1-1/4" pipe, 10 ga.** The "U"-shaped transfer step handrail shall be formed **1" pipe**, drilled for field assembly to transfer point deck and bottom step. Its apex shall be 36-1/8" from finished grade. The rung leg shall be **1" pipe** with ends mashed and punched for field assembly to bottom step. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The stairs, bottom step, and transfer point deck shall be finished in **Mira-Therm**. The deck enclosures, handrails, extensions, sleeves, leg and clamps shall be finished in **Mira-Cote**.

- **WAVE WALKER** Climbers shall be ground-to-deck or between deck climbing components that encourage balance and coordination. Models shall include top and bottom rails and a half enclosure. All models shall be attached to or between either a 4', 5', 6'-6" or 8' deck. Components shall have a 3', 4', 5'-6" or 7' rise from one end of top/bottom rails to the opposite end. Top rail shall be constructed of **1" pipe, 12 ga.** Bottom rail shall be constructed of **1-1/4" pipe, 10 ga.** Top and bottom rails shall have 'waves' flowing from one end of the component to the other, created by uniform bends. Rails shall measure 96" (3' rise), 101-9/16" (4' rise), 111-3/16" (5'-6" rise) or 122-3/4" (7' rise) in length. The half enclosure assembly shall

consist of an outer upright, cross bar, enclosure upright and 5 spokes. Outer upright, cross bar and enclosure shall be constructed of **1" pipe Gator Grip**. Spokes shall be constructed of **3/4" x 1" oval tube**. Enclosure assembly shall measure 41-1/16" in height and 28-7/16" in width. Enclosure assembly shall be solid **welded**. Climber and enclosure assemblies shall include **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure rails and **Versalok Fasteners** shall have a **Mira-Cote** finish.

- **CLIMBING POLE/SPIDER CLIMBER/BUMPER LADDER/SPIRAL CLIMBER/CLIFF CLIMBER/TRAP DOOR CLIMBER** shall each be used as an entry to or an exit from a deck. The *cliff climber* side rails and rungs shall be constructed of **1" pipe**, formed, drilled and all solid **welded** construction, with an extension tube constructed of **1-1/4" pipe, 10 ga.** The *trap door climber* pole shall be formed **1-1/4" pipe**. The "U" shaped rungs shall be formed **1" pipe**. The extension shall have a 3/8" aluminum insert. The climber shall be a **welded** assembly. The *climbing pole* shall be constructed of **1" pipe, 12 ga.** The *spider climber* pole and "U" shaped rungs shall be formed **1" pipe**, solid **welded**. The *spiral climber* shall be constructed of **1" pipe**, formed, drilled and all solid **welded** construction with **plastic pipe plugs** inserted in open ends. For the Tots' Choice system, the *spiral climber* center pole shall be constructed of **1" pipe**, formed, drilled and all solid **welded** construction with **plastic pipe plugs** inserted in open ends and the spiral shall be constructed of **1" tube** and shall be attached to the center pole by means of six spacers, also constructed of **1" tube**. The assembly shall be solid **welded**. The *bumper ladder* shall be constructed of **Rockite** bumpers supported internally by a pole constructed of **1" pipe, 10 ga.** Each bumper shall measure 18" high x 19" wide. The Kids' Choice arch enclosure assembly shall consist of top supports, a bottom support, and an arched upright, which shall be constructed of **1" pipe**, formed, mashed, and punched, with vertical infill of **3/4" x 1" oval tube**. The Tots' Choice arch enclosure shall comprise two top supports and infill of **1" tube** and a climbing pole support and arch support of **1" pipe**, all solid **welded**. All enclosure assemblies shall have an extension tube of **1" pipe, 10 ga.** Enclosure assemblies shall be solid **welded**. The cliff climber, trap door climber, climbing pole, spiral climber, bumper ladder pole, and enclosure assembly shall have a **Mira-Cote** finish. The **Rockite** bumpers shall have color molded in.

- **VERTICAL CLIMBERS** shall include the Wiggly Worm Climber designed to access or egress a 5', 6'-6" or 8' deck. The Wiggly Worm Climber shall comprise loops solid **welded** to frames, all of **1-1/4" pipe, 10 ga.** The enclosure assembly shall consist of top supports, an extension tube, and an arched upright, which shall be constructed of **1" pipe**, formed, mashed and punched, and vertical rungs constructed of **3/4" x 1" oval tube**. The enclosure assembly shall be solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The climber assembly arch entry enclosure and clamps shall have a **Mira-Cote** finish.

- **CLIMBING WALLS, VERTICAL AND SLOPED (KIDS' CHOICE & TCX ONLY)** shall consist of an arch entry deck enclosure and panel sections with climbing holds fastened to a steel frame. The rails and archway of the enclosure assembly shall be constructed of **1" pipe**, with vertical rungs of **1" tube**, solid **welded**. The panels shall be constructed of high density polyethylene sheets. The climbing holds shall be constructed of molded sand and polyester resin mixture. The frame shall comprise vertical outer rails (which serve as legs) constructed of **2" square tube**, solid **welded** to horizontal support rails of **1-1/2" square tube** and 11 ga. galvanized 1-1/2" x 3' rectangular tube. The fill block shall be folded 11 ga. steel sheet, perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart, center-to-center, solid **welded** with 7 ga. by 2" flat steel braces. TCX Model # 704-757-25, Model # 704-757-26, and Model # 704-757-28 shall be solid **welded** with 11 ga. x 2" flat steel braces. TCX Model # 704-757-34 shall be solid **welded** with 11 ga. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure frame and clamps shall have a **Mira-Cote** finish. The fill block shall be finished in **Mira-Therm**.

- **HORIZONTAL SPIDER LADDER** shall be available in horizontal and inclined configurations. The inclined spider ladder shall have a 1' incline. The center support rail shall be constructed of **2" pipe** (except Tots' Choice models which shall be **1" pipe**) and a series of alternating "U" loops shall be constructed of **1" pipe**. The spider ladder assembly shall be solid **welded**. The posts shall be constructed and finished in the same manner as deck posts (The Kids' Choice system also offers an option of aluminum posts for this component.) For models with optional end climbers, the end climber assembly shall be constructed of **1" pipe** (except Tots' Choice models which shall be **1" tube**), formed. The assembly shall be solid **welded**. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of **1" pipe** (except Tots' Choice models which shall be **1" tube**), formed, mashed and punched. The uprights shall be constructed of **3/4" x 1" oval tube** (except Tots' Choice models which shall be **1" tube**), mashed on both ends. The enclosure assemblies shall be solid **welded**. Opening space to go from the deck to the climber shall be less than 14". Each assembly shall include **Versalok Fasteners** and **Fastener Style A** and **Fastener Style B** hardware. The ladder, end climber, and enclosure assemblies shall have a **Mira-Cote** finish.

- **THERAPEUTIC HANDRINGS** shall be an upper body and arm strengthening component that attaches between decks. Handring can be placed at 84" from finished surfacing for regular users, and 54" for ADA users. The handring beam shall consist of an end rail, bushing, and bushing housing. The end rail shall be constructed from **2" pipe** and shall be 40-1/2" in length. The handring assembly shall contain a chain constructed of 5/16" proof coil, two "D" shackles, and a handring cast constructed of grade 60-40-18 ductile iron. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The handring cast shall be zinc plated.

- **MIRA-THERM II BURMA BRIDGES** shall be "V"-shaped bridge assemblies spanning 8' and 12' between decks of equal height. Children shall walk across a narrow platform, enclosed on each side, while grasping handrails set farther apart. The bridge section shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, with edges folded to form 3" tall walls, solid **welded** to braces of 1/4" x 1-1/4" flat. The bridge assembly for Model # 714-723-9 shall be 1-1/2" x 8'. Model # 714-723-129 shall contain two bridge sections each measuring 1-1/2" x 6'. Top and bottom rails of handrails shall be constructed of **1" pipe** with spoked infill of **3/4" x 1" oval tube** and 3/8" aluminum inserts in top rail ends. The handrails shall be solid **welded** and shall have **plastic pipe plugs** inserted in open ends. The deck enclosures shall consist of a top and bottom rail and vertical support of **1" pipe** with infill of **1" tube**, all solid **welded**. The assembly shall contain **Fastener Style A** hardware and **Versalok Fasteners**. Bridge sections shall be finished in **Mira-Therm**. Handrails, deck enclosures, and clamps shall be finished in **Mira-Cote**.

- **30" I.D. ROCKITE CRAWL TUBES** shall contain viewing holes and shall be designed to provide children a fun and challenging means of traversing from one deck to another. All pieces of the crawl tube assembly shall be constructed of **Rockite** with a 30" inner diameter. Elbows shall

have a 22' centerline radius. Tube-to-tube connections shall have a **Rockite** flange cover. The bedway shall have no exposed internal fasteners. The tube joints shall be externally flanged and overlapping, with a 1" wide flange. The entry panels shall be **Rockite** and shall measure 47" x 36". The wall thickness shall be approximately 1/4". Support legs shall be die-formed of **1-1/4" pipe**. The panel rungs shall be constructed of **1" pipe** and shall measure 41". Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The panel rungs, support legs, and clamps shall have a **Mira-Cote** finish. **Rockite** tubes, panels, and flange covers shall have color molded in.

- **POD SEATS** shall be designed to attach to existing Kids' Choice deck posts, creating a resting seat. Pods shall be constructed of **Rockite** and shall contain a hex-shaped top surface measuring approximately 14-1/2" in diameter. Pods shall measure 12" without frame. Frame shall be constructed of a horizontal bar constructed of **2" pipe**; a 5" diameter bolting plate of **5" Sch 40 pipe** solid **welded** to the frame's horizontal bar; seat support post(s) measuring 11" constructed of **1-1/2" pipe** solid **welded** to the frame's horizontal bar; post mount plate(s) measuring 5-7/8" x 5-7/8" constructed of 11 ga. galvanized solid **welded** to the seat support post(s). Frame length for Model # 714-817-3B shall be 11-1/4" before field assembly to pod seat. Frame length for Model # 714-817-4B shall be 43" before field assembly to pod seats. All fasteners shall be **Fastener Style A**. The **Rockite** pod seats shall have color molded in. The frames shall be finished in **Mira-Cote**.

- **CRUNCH STATION** shall be a semi-circular horizontal rung assembly designed for mounting on a 5" steel deck post with the rung set 50" - 80" from finished grade. The Crunch Station shall enable the user to perform leg lifts and crunches in a standing position. It shall be constructed of a cut and formed **1" pipe** segment solid **welded** to support and bolt plates of 7 ga. galvanized steel. All hardware shall be **Fastener Style A**. The assembly shall have a **Mira-Cote** finish.

- **CHINNING BAR** models shall be field assembled between posts to allow users to perform the traditional exercise. Model # 714-843 shall contain the rung, clamps, and a deck post constructed of **5" tube, 11 ga.** Model # 714-843-2 shall contain the rung, clamps, and a deck post constructed of **5" tube**. Model # 714-843-3 shall contain the rung, clamps, and a deck post constructed of **5" tube**. The 106" deck post shall have a **5" round end cap** pressed into its top end. Model # 714-843-5 shall contain the rung and clamps only. The chinning bar shall be constructed of **1" pipe** (except *Tots' Choice models which shall be constructed of 1" tube*). The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The post, rung, and clamps shall be finished in **Mira-Cote**.

- **MIRACLE TIMBERS** shall be used to surround or enclose playground areas. Model # 440, # 440R, # 440-1, and # 440-1R Male and Female Length Adapters shall permit installers to shorten Timber sections to achieve closure of Timber framework. Model # 440-12 and # 440-12R shall be **Rockite** barriers molded to resemble a brick wall section 12" high. Model # 440-24 and # 440-24R shall comprise two single sections stacked to resemble a brick wall 24" high. Model # 440-3 and # 440-3R Timber Opening Kits shall comprise two Rounded End Caps to form an opening, and one Male Length Adapter used to give Timber two male ends rather than one. Miracle recommends an opening of 36" minimum. All barrier sections shall be supplied with stakes which hold the timbers together and in place. The Miracle Timbers shall be constructed of **Rockite** or recycled **Rockite** and shall measure 4" thick x 12" high x approximately 76" long. Each of two End Adapters shall have a female end and a rounded end to create an opening in the Timber framework. End Caps shall be constructed of **Rockite** or recycled **Rockite** and shall measure 4" thick x 12" high x approximately 20" long. Recycled **Rockite** shall be produced from resins obtained from finished **Rockite** trim which has been cut, ground, and pulverized into a powdered state. Male and Female Length Adapters shall contain stubs for staking the final timber and two stubs to be inserted and fastened (in the field) into the end of a cut timber. Male Length Adapter used in Timber Opening Kit shall be used to fix one timber for mating a Rounded End Cap. Both models shall be constructed of **Rockite** or recycled **Rockite** measuring 4" thick x 12" high x 12" long. The stakes shall be constructed of 3/4" hot dipped galvanized steel bar either 30" (for single timbers) or 42" (for double-stacked.) Two stakes shall be required per timber section, 36" on center. Stakes positioned at timber section ends shall be shared by other sections. All hardware shall be **Fastener Style A**. Timbers, End Caps and Adapters shall have color molded in. Recycled **Rockite** components shall be available only in black. The stakes shall have a galvanized finish.

- **ACCESS RAMP FOR MIRACLE TIMBERS** shall be designed to provide a gradual slope to traverse from ground level up onto the protective surfacing materials which fill a Timber closure. The assembly shall contain two ramp sections, a Single Timber, a Single Timber with Two Male Ends and 13 stakes. Upon installation, loose-fill protective surfacing must fill Timber closure and overlay enclosed section of Access Ramp to apex level. The interlocking ramp sections shall be constructed of 1/4" thick **Rockite** or Recycled **Rockite** measuring 66" long by 40" wide with a 4-1/2" stub molded in, a rise of 6-1/2" and 2-1/2" side rails. Timbers shall be constructed of **Rockite** or Recycled **Rockite** and shall measure 4" thick by 12" high by approximately 76" long. Recycled **Rockite** is produced from resins obtained from finished **Rockite** trim which has been cut, ground, and pulverized into a powdered state. Stakes shall be constructed of 3/4" hot dipped galvanized steel bar 30" in length. **Rockite** components shall have color molded in. Recycled **Rockite** shall be available in black only. Stakes shall have a galvanized finish.

- **SWING SEATS** shall reference one of the following in Miracle's "Glossary of Technical Data for Materials, Processes and Finishes": **Slashproof Seat**, **360 Degree Slashproof Tot Seat**, **Therapeutic Swing Seat** or **Mirage Therapeutic Swing Seat**.

Technical Data for Processes and Finishes of the Highlighted Items

- **aluminum alloy** conforms to the following: ASTM 356, ANSI 322, Chrysler MS 2417 and General Motors GM 4323-M. Parts or components constructed of aluminum alloy are either *sand cast* or *die cast*. *Sand cast aluminum alloy* is 319 with tensile strength of 27,000 p s i and yield strength of 18,000 p s i. *Die cast aluminum alloy* is 383.1 with tensile strength of 45,000 p s i and yield strength of 22,000 p s i.

- **4/0 straight link coil chain** is hot dipped galvanized with a 670 pound working load limit. All chain shall be manufactured to ASTM A467-86A Class CS specifications.

- **Versalok Fasteners (R)** are cast **aluminum alloy**. Each fastener consists of two die cast **aluminum alloy** "half ring" pieces, which were designed to fasten onto the round posts by use of a male/female interlock. For 3-1/2" post, outside dimension of the completed fastener (joined "half-rings") is 5". For 5" post, outside dimension of the completed fastener is 6-1/2". *Rungs and components* connect to clamps on posts by means of die cast **aluminum alloy**, two-piece socket receptors which may be assembled to a previously-installed clamp ring and secured to the clamp and component by set screws (and tek screws in some cases). *Decks* connect to clamps on posts by means of die cast **aluminum alloy** one-piece *deck support castings*. The clamp assembly and socket receptor have a **Mira-Cote** finish. Kids' Choice components with **2" pipe** mounting points attach to 5" posts using **aluminum alloy** sand cast header supports
- **5" round end cap** is die cast **aluminum alloy**
- **Fastener Style A** is a corrosion resistant, 18-8 stainless steel, vandal resistant fastener.
- **Fastener Style B** is an all aluminum blind rivet or aluminum drive rivet with stainless steel pin. Both are corrosion resistant and vandal resistant fasteners
- **fiberglass** components are sprayed-up isophthalic molding resin with fiberglass reinforcements. The resins and fiberglass are tested in accordance with ASTM D-790, D-38-0651 and D-638. All sprayed up fiberglass components have a **Gelcoat** finish which is molded in during the spray up process
- **Flo-Coat (R)** is a patented triple coat corrosion protection process of Allied Tube and Conduit's Mechanical Tube Division, wherein steel pipe or tube first receives a hot-dipped uniform zinc galvanized coating followed by a conversion coating followed by a clear, high performance organic polymer coating. The interior of the tube has an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings are applied inside and out after welding. Flo-Coat processed tube exceeds the test results of galvanized Sch 40 pipe in salt spray tests conducted in accordance with ASTM B-117. The term "Flo-Coat" is a registered trademark of Allied Tube and Conduit, used with permission
- **GATOR GRIP (TM)** is a three dimensional textured pattern exclusive to Miracle, embossed in steel to a depth of .014" to .017".
- **Gelcoat** is formulated with tough flexible polyester resins containing isophthalic acid and neopentyl glycol for maximum performance. Gelcoat is U.V. light stabilized and is blister resistant after long term exposure to water. Gelcoat meets USAS standard E 124.2 and Canadian standard Can 3-B45-Series-M-81
- **A-60 Galvannealed** indicates that a coating of 60 ounces of zinc per square foot alloyed with substrate steel has been applied on each surface side
- **Mira-Cote (TM)** is a Super Durable formulation of a polyester powder coating finish that is applied to a thickness of 3-5 mil. This finish gives metal parts long term protection from chipping, fading and peeling. Miracle's finishing system washes the metal parts with detergent and etches the metal for optimum adhesion. The part is then rinsed clean with water. Next the part is coated with a non-chromic sealer and dried. The Mira-Cote powder is then applied electrostatically to the metal part. The metal parts are then baked at a high temperature to fuse a hard, smooth durable finish to the metal. Mira-Cote has an impact value of 160 in. lbs., flexibility value of 180 degrees-1/4" mandrel, shore hardness value H and a crosshatch adhesion of 100%. Mira-Cote is tested in accordance with ASTM D-792, D-523, D-2794, D-1737, D-3363, D-3359 (b), B117 and D-2247. Mira-Cote will withstand over a 1,500 hours of salt spray exposure and 1,500 hours of weatherometer testing with minimal loss of gloss and color.
- **Mira-Therm (TM)** is a polyvinyl chloride coating applied to a thickness of 1/16" to 1/8". Primed metal parts are heated and then dipped in a vinyl plastisol solution. As the vinyl plastisol is heated, fusion takes place and the liquid is converted into a tough, homogenous mass with excellent abrasion, aging, corrosion and electrical resistance. Mira-Therm also contains U.V. light stabilizers and color pigments. Mira-Therm is a proprietary brand of PVC. Materials are tested in accordance with ASTM D-638, ASTM D-412, ASTM D-2240 and ASTM D-1004. Mira-Therm meets the FMVSS 302 flammability rating.
- **pipe sized tube** is 1010 hot rolled, **Flo-Coat**, galvanized pipe manufactured from steel, cold formed and high frequency induction **welded** continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8.
- **schedule 40 galvanized** pipe consists of a hot dip process of coating the pipe inside and out with not less than 1.6 ounces per square foot with an average of 1.8 ounces per square foot. Schedule 40 pipe conforms to ASTM standards A-53.
- **1" pipe** is **GATOR GRIP** embossed 14 ga. **1" pipe sized tube** (1.315" OD; approx. 1-5/16" OD)
- **1" pipe, 10 ga.** is 10 ga. **1" pipe sized tube** (1.315" OD; approx. 1-5/16" OD)
- **1" pipe, 12 ga.** is 12 ga. **1" pipe sized tube** (1.315" OD; approx. 1-5/16" OD)

- **1-1/4" pipe** is 13 ga. **1-1/4" pipe sized tube** (1 660" OD; approx. 1-11/16" OD)
- **1-1/4" pipe, 10 ga.** is 10 ga. **1-1/4" pipe sized tube** (1 660" OD; approx. 1-11/16" OD)
- **1-1/2" pipe** is 13 ga. **1-1/2" pipe sized tube** (1 900" OD; approx. 1-7/8" OD)
- **2" pipe** is 12 ga. **2" pipe sized tube** (2 375" OD; approx. 2-3/8" OD)
- **4" Sch 40 pipe** is 4" **schedule 40 galvanized pipe** (4 500" OD; 4-1/2" OD)
- **5" Sch 40 pipe** is 5" **schedule 40 galvanized pipe** (5 563" OD; approx. 5-9/16" OD)
- **plastic pipe plugs** are injection molded polypropylene containing U V light stabilizers
- **Rockite (R)** (Rotational Molded Polyethylene) is a low density polyethylene produced from high performance, U V stabilized rotational molding grade resins with a comprehensive additive package. These resins are tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D- 638, D-790 and D-746. Resin's properties exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness of molded components is 3/16" to 1/4".
- **Slashproof Seat** is a flexible flat single strap seat with end attachment points and an exterior surface of blue EPDM rubber. Models with chain have two segments of **4/0 straight link coil chain** to suspend the swing from a swing frame header. The slashproof seat is constructed of a 4" wide inner steel insert of type 301 stainless spring steel, 0.020" thick. The slashproof seat is 26" long (excluding mounting triangles) x 5" wide x 5/8" thick at the front and rear leading cushion edges. The rubber molded to the steel core is 70 durometer blue EPDM. At each end, a 16 ga. galvanized steel clip 3" wide is attached by three stainless steel rivets through the clip and seat subassembly. A 3/8" diameter galvanized steel mounting triangle is encompassed by the steel clip at each end of the seat. For Model # 284-74, the lower 30" of the chain is finished in **Mira-Therm**.
- **360 Degree Slashproof Tot Seat** is a flexible seat fabricated into a configuration of a wide strap under and through the bottom, a wide strap running completely around at the top, and two (2) interconnecting straps at the front and rear of the seat for complete enclosure of the small user. The exterior surface is blue EPDM rubber. Models with chain have two segments of **4/0 straight link coil chain** to suspend the swing from a swing frame header. The 360 degree tot seat is constructed of a one piece die cut 0.020" thick marinsitic spring steel insert with 70 durometer blue EPDM rubber, 1/4" thick, molded to the insert. The main seat strap is 5" wide, the back strap is 4" wide, and the front strap is 2" wide. The two (2) places where the straps are interconnected and form the suspension points for the seat are held by a clip and grommet system. The clip is 4" wide 16 ga. galvanized steel. There are two grommets per clip, each of which is 3/4" O D by 14 ga. wall galvanized steel tube, flared to securely attach the clip to the seat. The two (2) mounting triangles are secured to the seat by clips and are made from 3/8" steel round stock, formed and galvanized. For Model # 299-74 the lower 30" of the chain is finished in **Mira-Therm**.
- **Therapeutic Swing Seat** is a **fiberglass** seat molded to form a single piece chair with a red **Gelcoat** finish. A "T" configuration chain assembly attached to the front of the chair encloses the small user. All chain is **4/0 straight link coil chain**. All rubber surfaces are blue EPDM. All exposed metal surfaces are bright zinc plated.
- **round tube** is fabricated of 1010 hot rolled, **Flo-Coat**, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50 000 p s i. and tensile strength of 55 000 p s i.
- **square tube** is fabricated of 1010 hot rolled, **Flo-Coat**, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50 000 p s i. and tensile strength of 55 000 p s i.
- **5" aluminum tube** is a 5" O D (.125 wall) aluminum post that receives a five stage oxidation wash prior to painting. This 6005-T5 alloy and temper extruded aluminum tube conforms to ASTM-B-221 and QQ-A-200/8 with yield strength of 35 000 p s i. and tensile strength of 38 000 p s i.
- **3/4" x 1" oval tube** is 15 ga. wall. It is fabricated of 1008 hot rolled, **Flo-Coat**, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50 000 p s i. and tensile strength of 55 000 p s i.
- **1-1/2" square tube** is 16 ga. **1-1/2" square tube**
- **1" tube** is 1" OD. 15 ga. fluted **round tube**
- **1-1/2" tube** is 1-1/2" OD. 16 ga. **round tube**

- **5" tube** is 5" OD 13 ga **round tube**.
- **5" tube, 11 ga.** is 5" OD 11 ga **round tube**
- **welded** refers to welds that are made by certified welders, tested in accordance with AWS D1.1-94, structural welding code specifications for steel. Welds conform to AWS A5.17 ASME SFA-5.17 EML3K and AWS A5.18ER70S-3 ASME SFA-5.18 ER70s-3 LE332- C and LE-559-L
- **Specification Policy:** Specifications were current at the time of publication. Miracle Recreation Equipment Company has a policy of ongoing product improvement and therefore reserves the right to modify specifications or discontinue products without notice.



Product Specifications

September 8, 2006

Rev. B

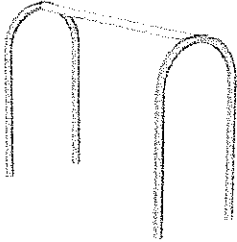
MIRACLE
RECREATION EQUIPMENT COMPANY

Tots' Choice®

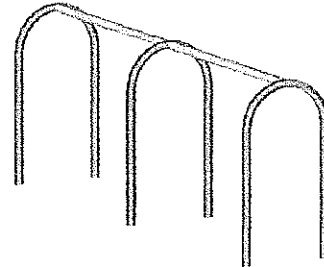
Arch Swing Frames - 1 Bay, 2 Bay, 3 Bay, 4 Bay, Therapeutic Seat Bays & Extensions, & 1 Bay Extension

718-852-2 & 718-852-4 & 718-852-6

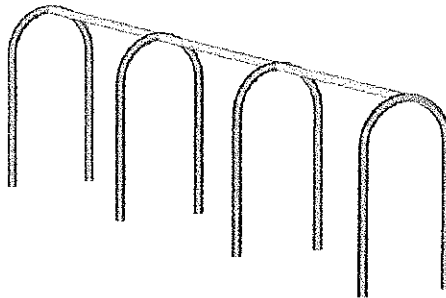
1 Bay (for 2 Seats)



2 Bay (for 4 Seats)

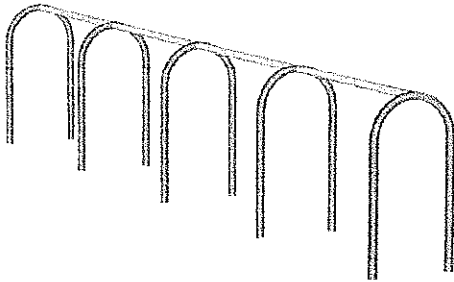


3 Bay (for 6 Seats)

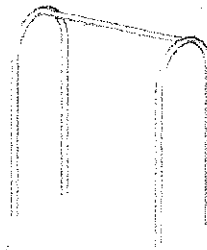


718-852-8 & 718-852-1H & 714-852-2MH

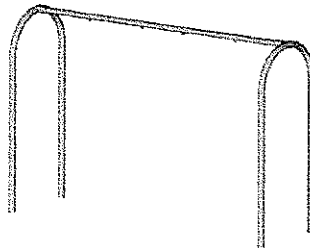
4 Bay (for 8 Seats)



Arch Swing Frame - Therapeutic
Swing Seat



Arch Swing Frame
Therapeutic Swing Seat
1 Bay (for 2 Seats)



Arch Swing Frames

718-852-2, 718-852-4, 718-852-6, 718-852-8, 718-852-1H, 718-852-2MH,
718-852-1HX, 718-852-2HHX, 718-852-2X



Product Specifications

September 8, 2006

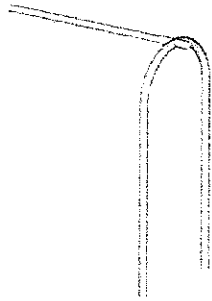
Rev. B

MIRACLE
RECREATION EQUIPMENT COMPANY

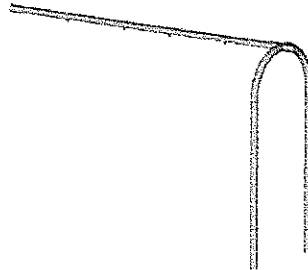
Tots' Choice®
Arch Swing Frames

718-852-1HX & 718-852-2HHX & 718-852-2X

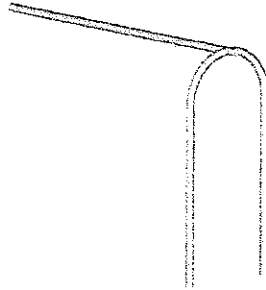
Arch Swing Extension
Therapeutic Swing Seat



Arch Swing Extension
Therapeutic Swing Seat
1 Bay (for 2 Seats)



Arch Swing Frame Extension
1 Bay (for 2 Seats)



Arch Swing Frames

718-852-2, 718-852-4, 718-852-6, 718-852-8, 718-852-1H, 718-852-2HH, 718-852-1HX, 718-852-2HHX, 718-852-2X



Product Specifications

September 8, 2006

Rev. B

MIRACLE
RECREATION EQUIPMENT COMPANY

Tots' Choice®
Arch Swing Frames

<u>MODEL #</u>	<u>PRODUCT</u>	<u>GROUND SPACE</u>	<u>CONCRETE</u>
718-852-2	1 Bay (for 2 Seats)	4' x 12'	0.4 cu. yds.
718-852-4	2 Bay (for 4 Seats)	4' x 24'	0.6 cu. yds.
718-852-6	3 Bay (for 6 Seats)	4' x 35'	0.8 cu. yds.
718-852-8	4 Bay (for 8 Seats)	4' x 47'	1.0 cu. yds.
718-852-1H	Arch Swing Frame for Therapeutic Swing Seat	4' x 8'	0.2 cu. yds.
718-852-2HH	Arch Swing Frame for Therapeutic Swing Seat (2 Seats)	4' X 12'	0.4 cu. yds.
718-852-1HX	Arch Swing Extension for Therapeutic Swing Seat	4' x 8'	0.2 cu. yds.
718-852-2HHX	Arch Swing Extension for Therapeutic Swing Seat (2 Seats)	4' x 12'	0.2 cu. yds.
718-852-2X	Arch Swing Frame Extension (2 Seats)	4 x 12'	0.2 cu. yds.

DESCRIPTION

All models consist of arch assemblies, a header, and clevises which assemble to form a swing frame. The swing frames are available in 1, 2, 3, or 4 bay models providing for 1, 2, 4, 6, or 8 swing configurations. Swings must be ordered separately. Therapeutic Swing Seat (Model # 2720) must be ordered separately.

MATERIALS

Arch Assemblies: Arch assemblies consist of the arch which serves as the legs for the swing frame, and the arch stub which supports the header. Arches are constructed of 3-1/2" tube and measure 118" from leg end to the plane at the height of the underside of the arch apex. Stubs measure approximately 5-3/4" with two (2) 5/8" holes drilled (one on top side and one on bottom side of stub) 1-1/2" from flush end.

Header Assembly: The header shall be constructed of 3" pipe (3-1/2" O.D.), a 5 ga. 1010 hot rolled, Flo-Coat galvanized pipe manufactured from steel, cold formed and high frequency induction welded continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. It has triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear high performance organic polymer coating. The interior has an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after welding. The corrosion protection provided by the coatings exceeds the test results of galvanized schedule 40 pipe in salt spray tests conducted in accordance with ASTM B-117. The headers for Model #s 718-852-2, 718-852-4, 718-852-6, 718-852-8, 718-852-2X measure 10'-6" long. The headers for Model #s 718-852-1H and 718-852-1HX measure 7'-2" long. The headers for Model # 718-852-2HH and 718-852-2HHX shall measure 11'-11" long. The headers shall have 1-1/4" O.D. steel bushing housings welded to them with 9/16" oil-impregnated bushings installed after painting. The clevises shall be cast of ductile iron grade 60-40-18 and shall be zinc plated.

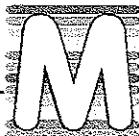
Fasteners: All fastener hardware is fastener style A.

Finishes: The arch assemblies, header assemblies, and hangers are finished in Mira-cote. The clevises are zinc plated.

Consult Miracle's "Glossary of Technical Data for Materials, Processes & Finishes" for specifications of underlined items.

Arch Swing Frames

718-852-2, 718-852-4, 718-852-6, 718-852-8, 718-852-1H, 718-852-2HH, 718-852-1HX, 718-852-2HHX, 718-852-2X



Mogul & Groove Slides with PVC Steps, with 4', 5' & 6'-6" Platforms

MIRACLE
RECREATION EQUIPMENT COMPANY

<u>MODEL #</u>	<u>PRODUCT</u>	<u>GRND SPC</u>	<u>PROT AREA</u>	<u>OVERALL HT.</u>	<u>CONCRETE</u>
65-726-4	Mogul Slide with PVC Steps, 4' Platform	7' x 13'	19' x 27'	7'-2" approx	0.25 cu yds
65-726-5	Mogul Slide with PVC Steps, 5' Platform	8' x 15'	20' x 30'	8'-2" approx	0.30 cu yds
65-726-6	Mogul Slide with PVC Steps, 6'-6" Platform	9' x 19'	21' x 35'	9'-8" approx	0.30 cu yds
65-727-4	Groove Slide with PVC Steps, 4' Platform	7' x 13'	19' x 27'	7'-2" approx	0.25 cu yds
65-727-5	Groove Slide with PVC Steps, 5' Platform	8' x 15'	20' x 30'	8'-2" approx	0.30 cu yds
75-727-6	Groove Slidewith PVC Steps, 6'-6" Platform	9' x 19'	21' x 35'	9'-8" approx	0.30 cu yds

DESCRIPTION

These freestanding slides, with enclosed platforms of various heights, feature a mogul or groove bedway, sit-down canopy, and PVC-coated steps with handrails

MATERIALS

Slides: The one-piece mogul and groove slides shall each be constructed of double-wall Rockite, each wall being 3/16" to 1/4" thick, with all corners rounded. Each shall have 6" high side rails, an overall width of 25" and an 18" wide sliding surface. Bedway lengths for models with 4' platforms shall be approximately 7'-6"; 5' platforms, 9'-5"; and 6'-6" platforms, 12'-0"

Canopy: The canopy shall be constructed of double-wall Rockite, each wall being 3/16" to 1/4" thick, with all corners rounded and a molded-in 30 degree extension

Platform: The platform shall be constructed of 11 ga sheet solid welded with a brace of 3/16 x 1-1/2" flat

Handrails: Handrails shall be constructed of drilled and formed 1" pipe with threaded inserts in top ends and plastic pipe plugs in bottoms

Enclosures: Platform enclosures shall comprise a top and bottom rail and uprights of 1" pipe with spoked infill of 3/4" x 1" oval tube, all solid welded, with threaded inserts in stubs at top and plastic pipe plugs in bottoms.

Step: The step assembly shall comprise 17-3/4" wide steps of 11 ga. sheet solid welded between drilled and formed 11 ga. black sheet step stringers and a top bolting plate of 11 ga. black sheet

Diagonal Braces: Diagonal braces shall be constructed of 1-1/2" tube with mashed and drilled end.

Front Leg: The front leg shall comprise a 24" leg of 2" pipe solid welded to a 7" x 7" bolting plate of 11 ga G-90 galvanized

...continued next page

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items

Mogul & Groove Slides w/ PVC Steps

65-726-4, 65-726-5, 65-726-6, 65-727-4, 65-727-5, 65-727-6

Mogul & Groove Slides

MATERIALS (continued)

Middle Leg: The middle leg for models with 5' and 6'-6" platforms shall comprise a leg of 2" pipe solid welded to a bolting plate of 11 ga. A-60 Galvannealed.

Step Supports: Step supports shall be constructed of formed 1" pipe with mashed ends

Hardware: All fastening hardware shall be Fastener Style A

Finishes: The Rockite slide and canopy shall have color molded in. The platform and steps shall be finished in Mira-Therm. The handrails, enclosures, legs, braces, and step supports shall be finished in Mira-Cote.

Mogul & Groove Slides w/ PVC Steps

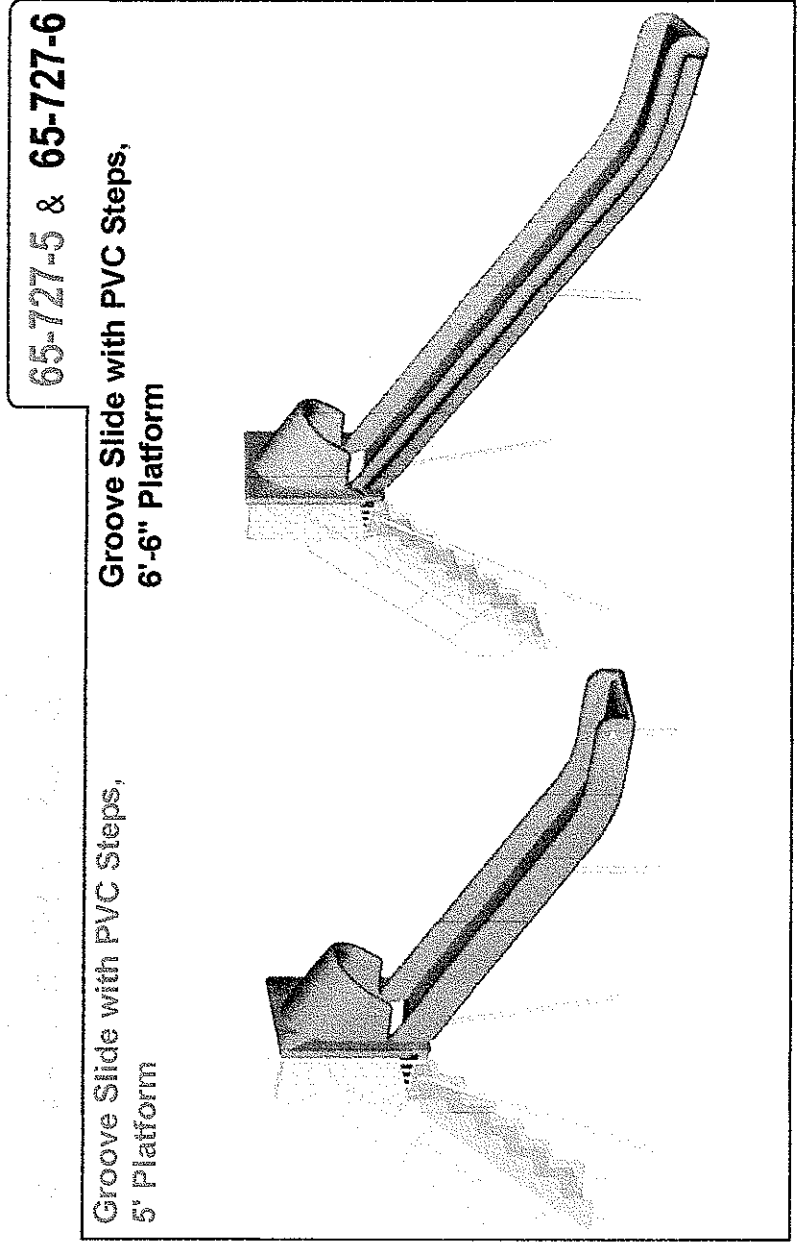
65-727-4, 65-726-5, 65-726-6, 65-727-4, 65-727-5, 65-727-6

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items

Mogul & Groove Sides

Mogul & Groove Slides w/ PVC Steps

65-727-6



65-727-5 & 65-727-6

Groove Slide with PVC Steps,
6'-6" Platform

Groove Slide with PVC Steps,
5' Platform



Product Specifications

May 3, 2005

Rev. D

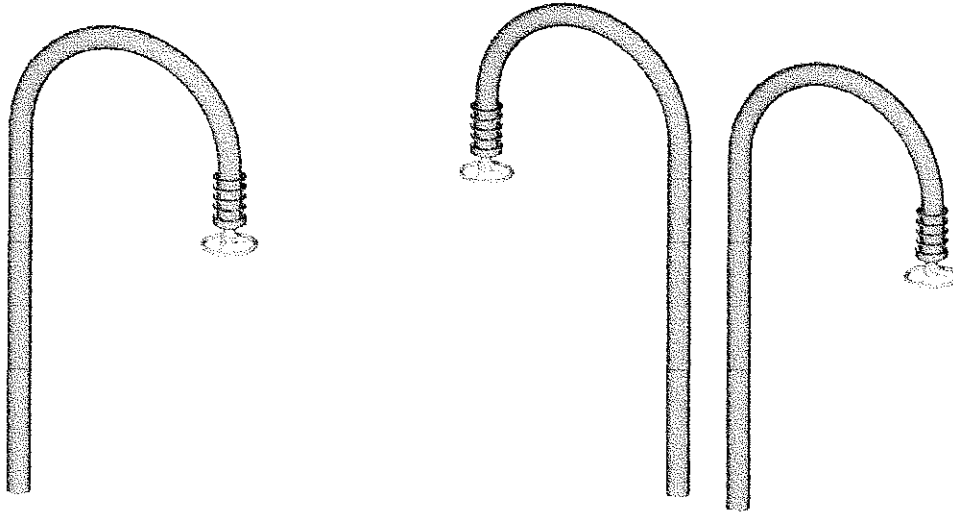
MIRACLE
RECREATION EQUIPMENT COMPANY

Hang-A-Round, Freestanding
Individual and Clusters of Two (2) & Three (3)

751 and 751-2

Hang-A-Round, Individual

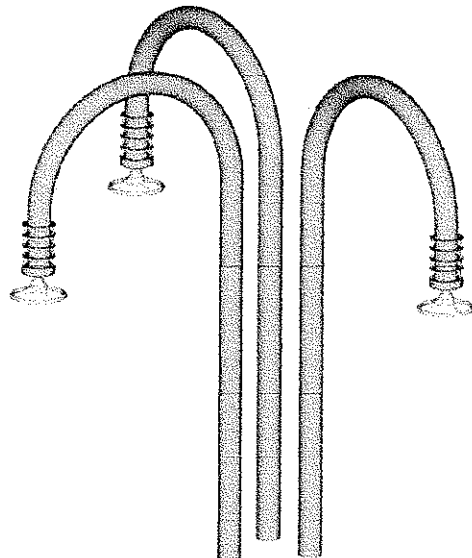
Hang-A-Round, Cluster of Two (2)



751-3

751-3

Hang-A-Round, Cluster of Three (3)



Freestanding Hang-A-Rounds - 1, 2 & 3

751, 751-2, 751-3



MIRACLE
RECREATION EQUIPMENT COMPANY

Hang-A-Round, Freestanding
Individual and Clusters of Two (2) & Three (3)

<u>MODEL #</u>	<u>PRODUCT</u>	<u>GROUND SPACE</u>	<u>PROTECTIVE AREA</u>	<u>CONCRETE</u>
751	Hang-A-Round, Individual (1)	1' x 5'	13' x 17'	0.7 cu yds.
751-2	Hang-A-Round, Cluster of Two (2)	1' x 11'	13' x 23'	1.4 cu yds.
751-3	Hang-A-Round, Cluster of Three (3)	9' x 10'	21' x 22'	2.1 cu yds.

DESCRIPTION

The free standing Hang-A-Round is a playground activity which stimulates children by allowing them to grasp an overhead wheel assembly and spin clockwise for several complete revolutions. It is available as an individual model and in clustered configurations to be installed adjacent to one another.

MATERIALS

Motion Assembly: The motion assembly shall be constructed of an 8620 hardened steel ball screw and ball nut with stainless steel bearings. The 5-piece clutch mechanism and guide shafts shall be machined 303 stainless steel. Guide bushings shall be maintenance free, oil impregnated brass bushings. Standoffs and guide plate shall be 6061 aluminum.

Steering Wheel: The steering wheel shall be constructed of cast aluminum. The 6063-T6 aluminum alloy has a tensile strength of 35,000 psi, a yield strength of 31,000 psi, receives an oxidation-inhibiting coating prior to painting, and conforms to the following: ASTM B221, ASTM B597, ANSI/ASC H35.1

Arch Post & Extension: The steel arch post shall be constructed of 5" tube, 11 ga. and shall measure 154" long with an 18" extension constructed of 5" tube field assembled to its bottom end.

Fasteners: The assembly shall contain Fastener Style A and Fastener Style B hardware.

Finish: The arch post shall have a Mira-Cote finish.

Freestanding Hang-A-Rounds - 1, 2 & 3

751, 751-2, 751-3

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of the underlined items.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Taylor Sports & Recreation
Authorized Signature: Thomas C. [Signature] Date: 10-8-08

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Miracle Recreation Equipment Company
of 878 E. US Highway 60, Monett, MO 65708, as Principal, and Travelers Casualty and Surety
of One Tower Place, Hartford, CT 06183, 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 Oblgee, in the penal sum of Five Percent of Amount (\$ 5% of Bid Amount) 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
Project No. DNR209040; Furnish and Install Playground Equipment at Moncove
Lake State Park

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
9th day of October, 2008,

Principal Corporate Seal

Miracle Recreation Equipment Company

(Name of Principal)

By [Signature]

(Must be President or Vice President)

V.P.

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company

(Name of Surety) of America

Cynthia L. Hanak
Cynthia L. Hanak Attorney-in-Fact

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

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
County of St. Charles } ss

On this 9th day of October, 2008, before me personally appeared Cynthia L. Hanak, known to me to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America

_____, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written



Debra C. Schneider
Notary Public in the State of Missouri
County of St. Charles

My Commission Expires: November 5, 2011

(Seal) DEBRA C. SCHNEIDER
Notary Public/Notary Seal
State of Missouri
St. Charles County
COMMISSION #07419088
My Commission Expires: 11/05/2011



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

Attorney-In Fact No. 219063

Certificate No. 002359464

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

Pamela A Beelman, Heidi A. Notheisen, Cynthia L. Hanak, Debra C. Schneider, JoAnn R. Frank, Karen L. Roeder, and Sandra L. Ham

of the City of St. Louis, State of Missouri, 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 6th day of May, 2008

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 6th day of May, 2008, 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

FURIHER 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

FURIHER 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

FURIHER 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 M 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 9th day of October, 20 08

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.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