



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
DNR209111

PAGE
1

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

VENDOR

\*709022058      800-848-7556  
 SERVICE SUPPLY LTD  
 1524 SOUTH HAMILTON RD  
 COLUMBUS OH 43227

SHIP TO

DIVISION OF NATURAL RESOURCES  
 PINNACLE ROCK STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 POST OFFICE BOX 704  
 BLUEFIELD, WV  
 24701      589-5307

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/14/2009				

BID OPENING DATE: **05/12/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		
<p>PLAYGROUND EQUIPMENT PINNACLE ROCK STATE PARK</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE ALL MATERIAL AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR PINNACLE ROCK STATE PARK LOCATED IN BRAMWELL, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON APRIL 29, 2009 AT 11:00 AM AT THE PARK HEADQUARTERS IN BRAMWELL, WEST VIRGINIA. ALL VENDORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED TO FRANK WHITTAKER IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS MAY 5, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE</p>						

**RECEIVED**  
 2009 MAY 11 A 9:13  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Jerry Groves</i>	TELEPHONE 800-848-7556	DATE MAY 7, 2009
TITLE JERRY GROVES VICE PRESIDENT	FEIN 31-1262459	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</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 POCAHONTAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p>						

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<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, FOR THE LIFE OF THE CONTRACT.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p>						

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<p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, 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</p>						

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<p>PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID</p>						

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<p>OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1      .RECEIVED.....</p> <p>NO. 2      . . . . .</p> <p>NO. 3      . . . . .</p> <p>NO. 4      . . . . .</p> <p>NO. 5      . . . . .</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>						

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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Jerry Groves</i> .....SIGNATURE            JERRY GROVES, VICE PRESIDENT            SERVICE SUPPLY LTD., INC. ....COMPANY</p> <p>MAY 7, 2009 .....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p>						

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				CONTRACTORS LICENSE NO.: <b>WV013333</b>		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.		
				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.		
				BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.		
				REV. 1/2005		
				NOTICE		
				A SIGNED BID MUST BE SUBMITTED TO:		
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15		

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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: FRANK WHITTAKER-FILE 44  REQ. NO.: DNR209111  BID OPENING DATE: 05/12/2009  BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 614-863-0113 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: JERRY GROVES -----  ***** THIS IS THE END OF RFQ DNR209111 ***** TOTAL: <u>\$31,275.00</u>						

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**WVDNR209111****Pinnacle Rock State Park Playground Specifications**

To supply and install playground equipment at Pinnacle Rock State Park, Bramwell, West Virginia to offer play activities for children ages two (2) to twelve (12). The award may be split if it is in the best interest of the West Virginia Division of Natural Resources. All items must be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods.

The playground components will include the following items:

Cre8Play strato rock climber, Model #STRATO1, or equal. Climber must be a minimum of 8' in height and must have 360 degrees of climbing for children ages six (6) and up. Climber must have an ADA accessible feature and a minimum of five (5) 3D relief discovery fossils. Successful vendor must be able to match the color of the Pinnacle Rock to maintain park heritage. Climber must be composed of glass fiber reinforced concrete over structural steel frame.

Cre8Play summit rock climber, Model #SUMMIT1, or equal. Climber must be a minimum of 3' in height and must have a minimum of 360 degrees of climbing for children ages two (2) to five (5). Successful vendor must be able to match the color of the Pinnacle Rock to maintain park heritage. Climber must be composed of glass fiber reinforced concrete over structural steel frame.

GameTime T-frame swing, Item #P831, or equal. Swing frame must be composed of aluminum or galvanized steel and a minimum 3 ½ " OD

GameTime T-frame zero-G chair, Item #8555, or equal. Swing must include all hardware required for installation.

GameTime super seat-2, Item #1479. Swing must include all hardware required for installation.

Engineered wood fiber compacted @12 inches deep. Material must be recently harvested and debarked; free of chemical treatments and additives; free of soil, twigs, leaves and other contaminants.

Geo-textile fabric, 2,250 sq. ft. roll, or equal. Fabric must provide a water permeable separation between the earth and the wood fiber and at least 150 gallons per square foot per minute.

Six inch by six inch 16 foot long treated timbers for a border around playground area. Wood for playground edging must be pressure treated pine timbers. Top exposed edges must be chamfered or rounded.

Edging anchors for playground border. Playground edging anchors must be #4 rebar and a minimum of 36" in length.

## Pinnacle Rock State Park Playground Specifications

Installation of the above referenced items. Prevailing heavy wage rates must be paid for Mercer County, West Virginia

(<http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway08/allhh.pdf>).

Installation must be complete within ninety (90) days of purchase order award.

Site preparation which includes the removal of six (6) stumps. Vendor must ensure that drainage is routed away from the playground area. To prolong the usefulness of the safety surface and assist in preventing soil, silt, and other foreign material from infiltrating the safety surface. The subsoil within the playground protective area must slope a minimum of 2% and a maximum of 5% toward the drain pipe. Prevailing heavy wage rates must be paid for Mercer County, West Virginia

(<http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway08/allhh.pdf>). Site preparation must be complete within ninety (90) days of purchase order award.

**WVDNR209111**  
**Pinnacle Rock State Park Playground Specifications**

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

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

Vendors must submit the following attachments:

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

Warranties:

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

Color scheme of equipment must be coordinated with Pinnacle Rock State Park.

A mandatory pre-bid conference will be held on April ?, 2009, at Pinnacle Rock Park Headquarters at ?. A failure to attend the mandatory pre-bid conference will result in bid disqualification. An individual may not represent more than one firm at the pre-bid conference.

**Pinnacle Rock State Park Playground Equipment  
PRICING SHEET**

<b>Item No.</b>	<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Amount</b>
1	1	Cre8Play Strato Rock Climber, Model #STRATO1, or equal.	14,345.00	14,345.00
2	1	Cre8Play Summit Rock Climber, Model #SUMMIT1, or equal.	4,330.00	4,330.00
3	1	GameTime T-frame swing, Item #P831, or equal.	1,400.00	1,400.00
4	1	GameTime T-frame zero-G chair, Item #8555, or equal.	INCLUDED IN #3	
5	1	GameTime super seat-2, Item #1479.	INCLUDED IN #3	
6	1,812 sq. ft.	Engineered wood fiber compacted @12 inches deep.	.82	1,500.00
7	1 roll	Geo-textile fabric, 2,250 sq. ft. roll, or equal.	600.00	600.00
8	14	Six inch by six inch 16 foot long treated timbers for a border around playground area.	100.00	1,400.00
9	1	Installation of items 1,2,3,4,5,6,7, and 8.	6,476.50	6,476.50
10	1	Site preparation which includes the removal of six (6) stumps.	3,100.00	3,100.00
		<b>TOTAL</b>		33,151.50

**WVDNR209065**  
**Pinnacle Rock State Park**  
**PLAYGROUND EQUIPMENT SHEET**

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request For Proposal.

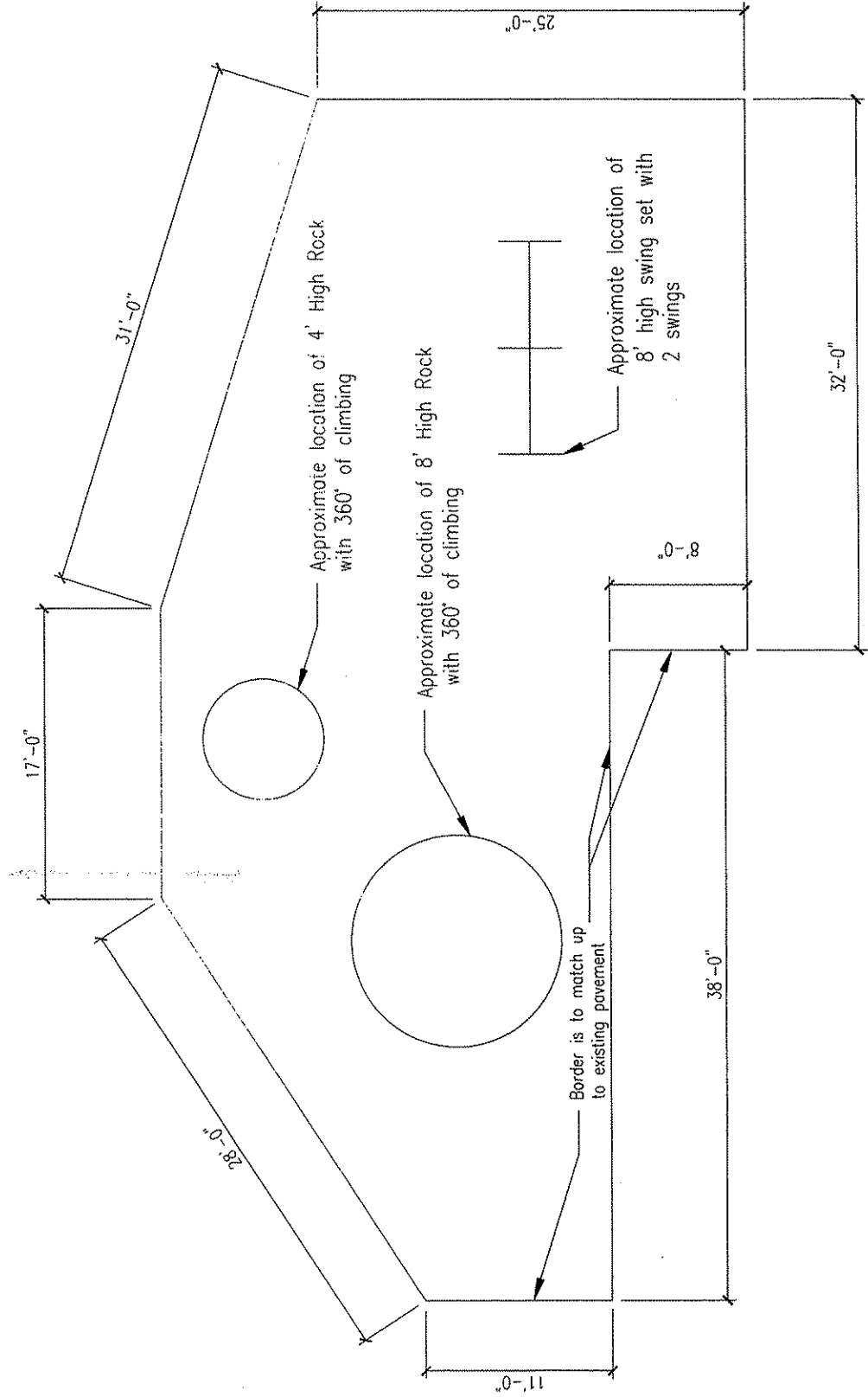
<b>Item No.</b>	<b>Equipment</b>	<b>Manufacturer</b>	<b>Model</b>
1	Cre8Play Strato Rock Climber, Model #STRATO1, or equal.	LANDSCAPE STRUCTURES, INC.	THE PINNACLE #156065A
2	Cre8Play Summit Rock Climber, Model #SUMMIT1, or equal.	LANDSCAPE STRUCTURES, INC.	THE PEAK #160418A
3	GameTime T-frame swing, Item #P831, or equal.	LANDSCAPE STRUCTURES, INC.	#122837A
4	GameTime T-frame zero-G chair, Item #8555, or equal.	LANDSCAPE STRUCTURES, INC.	INCLUDED IN #3
5	GameTime super seat-2, Item #1479.	LANDSCAPE STRUCTURES, INC.	INCLUDED IN #3
6	Engineered wood fiber compacted @12 inches deep.	ZEAGER BROS, INC.	SEE ENCLOSED LITERATURE
7	Geo-textile fabric, 2,250 sq. ft. roll, or equal.	ZEAGER BROS, INC.	SEE ENCLOSED LITERATURE
8	Six inch by six inch 16 foot long treated timbers for a border around playground area.	TREATED TIMBERS	
9	Installation of items 1,2,3,4,5,6,7, and 8.	DYNAMIC INSTALLATION	
10	Site preparation which includes the removal of six (6) stumps.	DYNAMIC INSTALLATION	

# Pinnacle Rock State Park

Proposed playground area

All measurements are approximate

Overall area is approximately 2,250 square feet



Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

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

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

NOW THEREFORE,

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

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

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  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
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.**



BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice
President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the
Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D), (E)
as Principal, and (F) of (G),
(H), a corporation organized and existing under the laws
of the State of (I) with its principal office in the City of
(J), as Surety, are held and firmly bound unto The State
of West Virginia, as Obligee, in the penal sum of (K)
(\$ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.
The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for (M)

NOW THEREFORE.

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
hands and seals, and such of them as are corporations have caused their corporate
seals to be affixed hereto and these presents to be signed by their proper officers,
this (N) day of (O), 20 (P).

Principal Corporate Seal (Q)
(Name of Principal)
By (S)
(Must be President or
Vice President)
(T)
Title
(U)
Surety Corporate Seal (V)
(Name of Surety)
(W)
Attorney-in-Fact

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

IMPORTANT - Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.



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

STATE OF OHIO

COUNTY OF FRANKLIN, TO-WIT:

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

- 1. I am an employee of SERVICE SUPPLY LTD., INC.; and,  
(Company Name)
- 2. I do hereby attest that SERVICE SUPPLY LTD., INC.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

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

SERVICE SUPPLY LTD., INC.  
(Company Name)

By: *Jerry Groves*

Title: JERRY GROVES, VICE PRESIDENT

Date: MAY 7, 2009

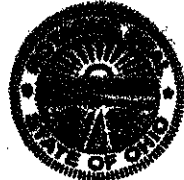
Taken, subscribed and sworn to before me this 7<sup>TH</sup> day of MAY.

By Commission expires DECEMBER 25, 2012

(Seal)

*Constance S. Triplett*  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



CONSTANCE S. TRIPLETT  
Notary Public, State of Ohio  
My Commission Expires 12-25-2012

Rev March 2009

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:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: SERVICE SUPPLY LTD., INC.

Authorized Signature:  Date: MAY 7, 2009

*Purchasing Affidavit (Revised 01/01/09)* JERRY GROVES, VICE PRESIDENT



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  
 DNR209111

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 SERVICE SUPPLY LTD., INC.  
 1524 S HAMILTON RD  
 COLUMBUS, OH 43227

SHIP TO

DIVISION OF NATURAL RESOURCES  
 PINNACLE ROCK STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 POST OFFICE BOX 704  
 BLUEFIELD, WV 24701 589-5307

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/04/2009				

BID OPENING DATE: 05/12/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		
<p>***** ADDENDUM NO. 1 *****</p> <p>THIS ADDENDUM IS ISSUED TO PROVEDE THE ATTACHED:</p> <p>1) VENDOR TECHNICAL QUESTIONS &amp; AGENCY RESPONSES.</p> <p>2) MANDATORY PRE-BID SIGN IN SHEET.</p> <p>BID OPENING DATE AND TIME REMAINS 05/12/09 AT 1:30 PM.</p> <p>PLAYGROUND EQUIPMENT PINNACLE ROCK STATE PARK</p>						
***** THIS IS THE END OF RFQ DNR209111 ***** TOTAL:						\$31,275.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jerry Groves* TELEPHONE: 800-848-7556 DATE: MAY 7, 2009

TITLE: JERRY GROVES VICE PRESIDENT FEIN: 31-1262459 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 F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

Pinnacle Rock State Park  
Playground Equipment  
DNR209111

- 1.) What is to be done with the six stumps after they are removed?  
answer: The stumps are to be cleared of as much soil as possible and taken to a brush pile located one half mile away on park property.
- 2.) Which stumps are to be removed?  
answer: I marked the area and pointed out the exact stumps.
- 3.) On our drawing of the area, is the swing shown turned in the wrong direction?  
answer: Yes. It will need to be turned 90 degrees to allow for safety clearance.
- 4.) How will materials be able to be brought up on the narrow access road?  
answer: Large trucks will need to be unloaded in parking lot and playground equipment, mulch, and other supplies must be transported with forklift or suitable equipment.
- 5.) Does the park have any large equipment that can be borrowed?  
answer: No.
- 6.) Are concrete bases acceptable underneath the two climbing rocks? Is an addendum needed for this addition?  
answer: As stated in the playground specifications, the equipment is to be installed in a manner consistent with products recommendations by the company awarded the bid. No addendum will be required.
- 7.) Is it acceptable to have an infant swing and a belt swing together on a T-swing arrangement?  
answer: Once again as stated in the playground specifications, the equipment must be in compliance with U.S. Consumer Product Safety Commission and ASTM Standards. This must be documented by the vendor.
- 8.) Is it acceptable to allow a subcontractor to attend this pre-bid meeting to represent a company?  
answer: Yes. As long as the subcontractor only is in attendance to represent only one company.

09-21-2009 TUE 11:57AM ID:

### SIGN IN SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

Request for Proposal No. \_\_\_\_\_

PLEASE PRINT

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

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Va. Playground Service / Little Tikes Rep: Roger Altizer Email Address: jim@vaplaygrounds.com	14276 Riverside Dr. Ashland, Va 23005	PHONE 434-249-7158 TOLL FREE FAX 434-296-3289
Company: Playground Specialists Rep: Tammy Wood Email Address: tammy@playspec.com	17352 N. Seton Avenue Emmitsburg, MD 21727	PHONE 301-271-9236 TOLL FREE 800-385-0075 FAX 301-271-9239
Company: Service Supply Rep: Pam Malton Email Address: playgroundpam@yahoo	947 Sunset Terr Milton W 25541	PHONE 304-743-5260 TOLL FREE 800-848-7556 FAX 304-743-3250
Company: CUNNINGHAM ASSOC / EMBURY Rep: LARRY FITZGERALD Email Address: LARRY@CUNNINGHAMASSOC.COM	Box 240981 CHARLOTTE, NC 28224	PHONE 800-438-2780 X151 TOLL FREE FAX 704-525-7356
Company: _____ Rep: _____ Email Address: _____	_____	PHONE _____ TOLL _____ FREE _____ FAX _____

PAGE: 2

Page 3

09-21-2009 03:29P FROM:

10:13045582165

P:4/4

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Service Supply Ltd., Inc.  
of Columbus, Ohio, as Principal, and Western Surety Company  
of Sioux Falls, South Dakota, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Chicago, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% of bid (\$ 5% of bid ) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

NOW THEREFORE,

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

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

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

12th day of May, 2009

Principal Corporate Seal

Service Supply Ltd., Inc.

(Name of Principal)

By Jerry Groves

(Must be President or Vice President)

JERRY GROVES, VICE PRESIDENT

(Title)

Surety Corporate Seal

Western Surety Company

(Name of Surety)

Donna E. Fitzpatrick

Attorney-in-Fact

Donna E. Fitzpatrick

**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.**



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Edward M. Schinnerer, Helen M Bickel, Donna E Fitzpatrick, Tamara J Mohr, Bryan L Formsma, Wenda L Denison, Jessica A Barnaby, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 16th day of January, 2009.



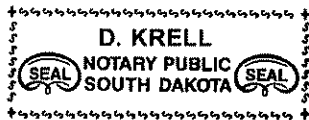
WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of January, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



*D. Krell*  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of May, 2009



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV013333

Classification:

SPECIALTY

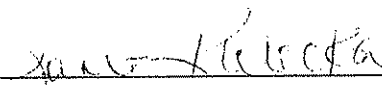
SERVICE SUPPLY LTD INC  
DBA SERVICE SUPPLY LTD INC  
1524 S HAMILTON RD  
COLUMBUS, OH 43227-2493

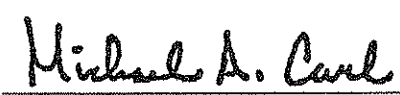
Date Issued

Expiration Date

JANUARY 24, 2009

JANUARY 24, 2010

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board



WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:**

WV040115

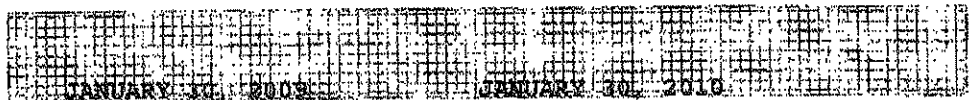
**Classification:**

GENERAL BUILDING

DYNAMIC INSTALLATIONS INC  
DBA DYNAMIC INSTALLATIONS INC  
10093 ALSPACH RD  
CANAL WINCHESTER, OH 43110

**Date Issued**

**Expiration Date**



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

Authorized Company Signature

*Michael A. Carl*  
Chair, West Virginia Contractor  
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and pending contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.





WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10102907-04
POLICY NUMBER: WC10102907-05

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

- 1. INSURED: SERVICE SUPPLY LTD INC, 1524 SOUTH HAMILTON ROAD, COLUMBUS, OH 43227
PRODUCER: BRICKSTREET MUTUAL INSURANCE COMPANY, 400 QUARRIER STREET, CHARLESTON, WV 25301-2010

Insured is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

- 2. The policy period is from 11/30/2008 to 11/30/2009 12:01 A.M. at the insured's mailing address.
3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here: WEST VIRGINIA
B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are: Bodily Injury by Accident: \$100,000 Each Accident Policy Limit; Bodily Injury by Disease: \$500,000; Bodily Injury by Disease: \$100,000 Each Employee
C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here: See West Virginia Limited Other States Insurance Endorsement WC 99 03 05
D. This policy includes these endorsements and schedules: SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 12/29/2008
ISSUING OFFICE: Charleston, WV
PRODUCER: BRICKSTREET MUTUAL INSURANCE COMPANY

**Ohio****Bureau of Workers'  
Compensation**30 W. Spring St.  
Columbus, OH 43215**Certificate of Premium Payment**

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

Period Specified Below

406937

01/01/2009 Thru 08/31/2009

SERVICE SUPPLY LTD., INC.  
1524 S HAMILTON RD  
COLUMBUS, OH 43227-2429



ohiobwc.com

*Maisha P. Ryan*  
Administrator

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation****Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio****Bureau of Workers'  
Compensation**

You must post this language with the certificate of premium payment.

**Ohio**

**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

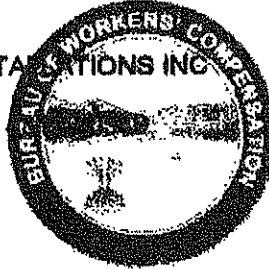
Policy No. and Employer

Period Specified Below

1208203

1/1/2009 Thru 8/31/2009

DYNAMIC INSTALLATIONS INC  
PO BOX 349  
CARROLL, OH



ohioabc.com

*Maisha P. Rogers*  
Administrator

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio**

**Bureau of Workers'  
Compensation**

You must post this language with the certificate of premium payment.

[Home](#) | [Injured Workers](#) | [Ohio Employers](#) | [Medical Providers](#) | [BWC Library](#) | [Contact Us](#)



## Ohio Bureau of Workers' Compensation

Governor, Ted Strickland  
Administrator/CEO Marsha P. Ryan

Focus on  
Ohio Employers

- [Accident/Injury Info »](#)
- [Claim Info »](#)
- [Claim Payment »](#)
- [Claim Reference Info »](#)
- [Coverage look-up](#)
- [Employer Services »](#)
- [Quick Pay](#)
- [Safety Services »](#)
- [Self-Insured »](#)
- [Forms](#)
- [Section Map](#)

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7:30 a.m. - 5:30 p.m.  
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Service: State construction contractor search results

Policy number: 406937-0  
Company name: SERVICE SUPPLY LTD., INC.  
Construction contractor status: APPROVED  
Construction contractor status date: 5/4/2007 12:00:00 AM

[search again](#)

**Note:** BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with the governor's executive order requiring a drug-free workplace. A contractor or subcontractor in an APPROVED status has agreed to implement a drug-free workplace program which makes the company compliant with the governor's executive order. Therefore, you can print this page for your records.

Click the Help tab in the upper-right hand corner for more status definitions.



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# Ohio Bureau of Workers' Compensation

Governor, Bob Taft  
Administrator/CEO, William E. Mabe

## Focus on Ohio Employers

- Employer Services »
- Coverage look-up
- Self-Insured »
- Claim Info »
- Claim Payment »
- Safety Services »
- Forms
- Quick Pay
- Section Map

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Monday through Friday  
7:30 am - 5:30 pm  
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help



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search



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cc

Service: State construction contractor search results

Policy number: 1208203-0

Company name: DYNAMIC INSTALLATIONS INC

Construction contractor status: APPROVED

Construction contractor status date: 4/17/2003

[search again](#)

**Note:** BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with the governor's executive order requiring a drug-free workplace. A contractor or subcontractor in an APPROVED status has agreed to implement a drug-free workplace program which makes the company compliant with the governor's executive order. Therefore, you can print this page for your records.

Click the Help tab in the upper-right hand corner for more status definitions.





# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/2008

PRODUCER Phone: 6168783351  
The Campbell Group  
PO Box 1788  
Grand Rapids MI 49501

Fax: 8008473129

**SERVICE SUPPLY LTD.**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Service Supply Ltd Inc  
1524 S Hamilton Road  
Columbus OH 43227

**IN BUSINESS FOR FUN AND SAFETY**

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Continental Casualty Co  
INSURER B: American Casualty Co of Read  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2088184534	12/10/2008	12/10/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2088184498	12/10/2008	12/10/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2088184453	12/10/2008	12/10/2009	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>OTHER</b> Installation Floater	2088184534	12/10/2008	12/10/2009	\$120,000

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

**CERTIFICATE HOLDER**

Service Supply Ltd Inc  
1524 South Hamilton Road  
Columbus OH 43227

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Anna Fitzpatrick*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2008

**PRODUCER**  
Aon Risk Services Central, Inc.  
fka Aon Risk Services, Inc. of Minnesota  
8300 Norman Center Drive  
Suite 1000  
Minneapolis MN 55437 USA

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

PHONE-(952) 656-8000 FAX-(312) 381-0536

**INSURED**  
Landscape Structures, Inc.,  
Basics, Inc., Skatewave, a  
Division of Landscape Structures, Inc.  
601 7th Street South  
Delano MN 55328 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	American International Specialty Lines	26883
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS SHOWN ARE AS REQUESTED	
						LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BFPD Incl. <input checked="" type="checkbox"/> Bkt Contractual Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PMIG23860971 GL & Products Liability	06/01/08	06/01/09	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	Excluded
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$10,000	BE1030126	06/01/08	06/01/09	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Broad Form Vendors Endorsement

**CERTIFICATE HOLDER**

**CANCELLATION**

Service Supply Ltd., Inc.  
1524 South Hamilton Road  
Columbus OH 43227 USA

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

Holder Identifier :

Certificate No : 570028850357



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID PL DYNAINS	DATE (MM/DD/YYYY) 05/07/09
<b>PRODUCER</b>  Benchmark Insurance, LLC P O Box 2700 Westerville OH 43086-2700 Phone: 614-891-7791 Fax: 614-891-5801	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>INSURED</b>  Dynamic Installations, Inc. Anthony Shadwick P.O. Box 349 Carroll OH 43112	<b>INSURERS AFFORDING COVERAGE</b>  INSURER A: Frankennuth Mutual Insurance INSURER B: Nautilus Insurance Company INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>  013986	

**COVERAGES**

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

INSR LTR	ADD L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>B</b>		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<b>BN897495</b>	<b>04/10/09</b>	<b>04/10/10</b>	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
<b>A</b>		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>BA 3029468</b>	<b>05/11/09</b>	<b>05/11/10</b>	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center;"><b>SERVICES</b></div> Service Supply Limited 1524 S. Hamilton Road Columbus OH 43242	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <b>David C. Kotary</b>
--	--



# This Certificate Approves

*Dynamic Installations, Inc.*

*As having met the high standards necessary to become a*

## Certified Installer

*of equipment provided by Landscape Structures Inc.*

6-1-98

Date

A stylized, handwritten signature in black ink, appearing to read "R. E. King".

Official Validation

# SERVICE SUPPLY LTD., INC.



1524 SOUTH HAMILTON ROAD ~ COLUMBUS, OHIO 43227 ~ TELEPHONE 614 / 861 - 3681  
FAX 614/863-0113

June 1, 2005

Service Supply Ltd., Inc. - founded in 1959 in Columbus, Ohio. We originally had offices in the Bryson Building in Columbus, Ohio, and have been in our present facilities, 1524 South Hamilton Road, Columbus, Ohio since 1967.

Ralph Groves, my brother, founded Service Supply Ltd., Inc. and was president until his death in 1973.

Our employees at this time are:

- Mary G. Groves (wife) President (1960)
- Jerry Groves (son) Vice President (1969)
- Janet Kletecka (daughter) Board of Directors (1974)
- Alan Kletecka (son-in law) Sales Manager (1973)
- Ben Groves (husband) Secretary-Treasurer (1961)
- Donna Hetzner - Secretary (1999)
- Linda Groves (daughter-in-law) Secretary (1977)
- Linda Kroonemeyer - Secretary (1986)
- Medrith Mollenkamp - Secretary (1988)
- Connie Triplett - Secretary (2003)

We have five (5) sales persons located in various areas of Ohio, Indiana and West Virginia that are on straight commission basis. Some of these sales persons also offer other lines that are related to the same market that we service. This gives us a total of seven (7) sales persons on the road.

Service Supply Ltd., Inc. originally sold items pertaining to Traffic and Highway Safety such as paint strippers, traffic paint, signs, and sign posts. We expanded into the park and recreation market and then into the school market which includes all grade 1-12 and colleges. We also call on the private sector where our site amenities, signs, and play structures are popular. Our early childcare play equipment is designed for institutional and corporate facilities that have become involved in day care centers.

A partial list of our suppliers and their principals, addresses, phone numbers, and products to follow:

- Landscape Structures, Inc., Barb and Steve King, Route #3, 601 7<sup>th</sup> Street, South, Delano, MN 55328  
612-479-2546 PLAYGROUND EQUIPMENT
- Wabash Valley Manufacturing, Inc., Jerry Shilling, P. O. Box 5, Silver Lake, IN 46982  
219-352-2102 SITE AMENITIES (expanded metal)
- DuMor, Inc., Steve Richard, P. O. Box 142, Mifflintown, PA 17059  
717-436-2106 SITE AMENITIES (wood)
- American Aluminum Seating, Inc., Bob Palmer, P. O. Box 1468, Marshalltown, IA 50158  
515-753-5366 PORTABLE BLEACHERS, STADIUM GRANDSTANDS
- Interkal LLC, Richard Patterson, P. O. Box 2107, Kalamazoo, MI 49003  
616-349-1521 TELESCOPIC GYM BLEACHERS

We are listed in D&B; any late payments that may be listed on these reports are the result of problems in delivery of total order, which in turn holds up payment to the manufacturer. This would only appear if it were a very large order, which would involve telescopic bleachers.

Our bank, which we have been with since 1959, is National City Bank, Bexley Office, 2594 East Main Street, Bexley, OH 43209- phone 614-238-7100.

Our accountant is Schwartz, Adleman, Kellerman & Marks, (Mr. Sam Schwartz) 145 North Reynoldsburg-New Albany Road, Blacklick, OH 43004-9701. Phone number is 614-866-1600.

Our legal counsel is the firm of Kahn, Kleinman, Yanowitz & Arnson (contact for Service Supply is Mr. Neil Kurit, The Tower at Erieview, Suite 2600, 1301 East Ninth Street, Cleveland, OH 44114-1824. Neil Kurit's phone number is 216-736-3452.

Should you have any questions, please feel free to call me Toll Free -  
in Ohio call 800-282-1900 - Indiana and West Virginia call 800-848-7556.

Very truly yours,

SERVICE SUPPLY LTD., INC.

*Jerry Groves*

Jerry Groves  
Vice President

JG/dlh



SERVICE SUPPLY LTD., INC.

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

December 12, 1988

Pursuant to Section 1701.54 of the Ohio Revised Code, the undersigned, being all of the members of the Board of Directors of SERVICE SUPPLY LTD., INC. (the "Corporation"), do hereby take and adopt the following actions by this unanimous written consent:

RESOLVED: That the following persons be, and they hereby are, elected to the offices of the Corporation set opposite their respective names, each to serve in such capacity until his or her successor is duly elected and qualified:

Mary G. Groves	President
Jerry L. Groves	Vice President
Oscar B. Groves	Secretary/Treasurer
Alan Kletecka	Sales Manager

RESOLVED: That the officers of the Corporation select a bank to be the official depository of the Corporation and that the corporate resolutions required by such institution be, and they same hereby are, adopted by the Corporation as part of this resolution and that any one of the officers be, and they hereby are, authorized to execute, acknowledge, and deliver in the name and on behalf of the Corporation, any and all agreements, documents and certificates, and to do and perform all such acts and things as may be deemed by them necessary or appropriate to effectuate the purpose of this resolution;

RESOLVED FURTHER: That said bank be, and it hereby is, authorized to pay out the funds of the Corporation on deposit with it from time to time upon checks, drafts or other withdrawal orders drawn upon it and signed in the name of the Corporation by any one of the following persons:

Oscar B. Groves  
Mary G. Groves

whether the checks, drafts or other withdrawal orders are payable to cash, bearer, the orders of any third party, the order of the signing officers or employees of the Corporation, or to the order

of any other officer or employee of the Corporation in either his or her individual or official capacity; and

RESOLVED FURTHER: That the Secretary of the Corporation be, and hereby is, authorized to furnish to said institution a certified copy of this resolution and that this resolution remain in full force and effect until a certified copy of a resolution amending, modifying, replacing, or rescinding this resolution has been furnished to the bank; and

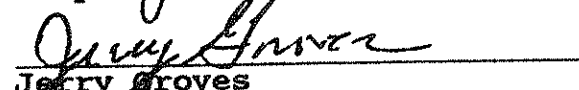
RESOLVED FURTHER: That any one of the officers be, and they hereby are, authorized to execute and deliver any and all notes, agreements, documents or papers of any type or nature whatsoever to consummate the purpose of the foregoing resolution.


RESOLVED: That any one of the officers be, and they hereby are, authorized to pay all fees and expenses incident to and necessary for the organization of the Corporation.

RESOLVED: That any of the officers of the Corporation be, and they hereby are, authorized, directed and empowered to file or cause to be filed a Notification of Exemption on Form 3-0 with the Ohio Division of Securities within sixty (60) days from the date of the original subscription to the shares of the Corporation.

  
\_\_\_\_\_  
Oscar B. Groves

  
\_\_\_\_\_  
Mary G. Groves

  
\_\_\_\_\_  
Jerry Groves

  
\_\_\_\_\_  
Janet Kletecka

"Directors"

SERVICE SUPPLY LTD., INC.

ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS

January 2, 1989

Pursuant to Section 1701.54 of the Ohio Revised Code, the undersigned, being all of the members of the Board of Directors of SERVICE SUPPLY LTD., INC. (the "Corporation"), do hereby take and adopt the following action by this unanimous written consent:

RESOLVED: That the following persons are authorized to sign any bids on behalf of the Corporation:

Oscar B. Groves  
Mary G. Groves  
Alan Kletecka  
Jerry L. Groves  
Janet Kletecka

Oscar B. Groves  
Oscar B. Groves  
Mary G. Groves  
Mary G. Groves  
Janet Kletecka  
Janet Kletecka  
Jerry L. Groves  
Jerry L. Groves  
"Directors"



# 2009 Play Equipment Warranty

You have our word.

**100-Year Limited Warranty** for all stainless steel fasteners, aluminum posts, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

**15-Year Limited Warranty** for all plastic and steel components, including TuffTimbers™, against structural failure due to corrosion/natural deterioration or manufacturing defects. TenderTuff™-coating against structural failure due to natural deterioration or manufacturing defects. (Except Wiggle Ladders, Chain Ladders and Swing Chain). TuffTurf® against material or manufacturing defects when properly installed. Corocord® cable on Spacenet™ climbers against breakage.

**10-Year Limited Warranty** for all CoolToppers™ structural steel frames and Mobius climbers™ against structural failure due to natural deterioration or manufacturing defects.

**5-Year Limited Warranty** for Corocord cables on Spacenet climbers and CoolToppers® fabric against natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications found in the technical information. The Natural Elements™ climbers exterior GFRC material, against structural failure due to natural deterioration or manufacturing defects.

**3-Year Limited Warranty** for all other parts, ie: CableCore™ products, Swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun™, PVC belting material, HealthBeat™ hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc. against failure due to corrosion, natural deterioration or manufacturing defects.

**This warranty does not include any cosmetic issues or wear and tear from normal use.**

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Seller further warrants:

All the warranties commence on date of Seller's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANT-ABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranty stated above is valid only if the structures and or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Seller or Seller's designees in any respect which, in the judgement of Seller, affects the condition or operation of the structures. To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605

Signed:

Chairman

Date: 01/01/09

QUOTE SHEET

Quote No: 34758-1-1

Date: 05-04-09  
By: GDW

Rep Organization: SERVICE SUPPLY  
Contact Person: PAM WILLIAMSON

Project Title: PINNACLE ROCK STATE PARK  
Location: BLUEFIELD, WV Phone No:  
Style: No-Structure Bury Type: Direct Bury  
Age: 5-12 Unless Otherwise Noted.

QTY NO. DESCRIPTION

INDEPENDENT COMPONENTS

PLAYTHINGS

- 1 156065A THE PINNACLE
- 1 160418A THE PEAK NATURAL CLIMBER

INDEPENDENT SWINGS

- 1 122837A SGL POST SWING UNCOATED  
One Belt Seat. One Full Bucket Seat.

Weight & Cost of Independent Items  
Concrete: 14.00 cu-ft, Footings: 2  
Labor: 7.50 Man-Hours

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Weight & Cost of Equipment  
Estimated requirements for Equipment.  
Concrete: 14.00 cu-ft, Footings: 2  
Labor: 7.50 Man-Hours

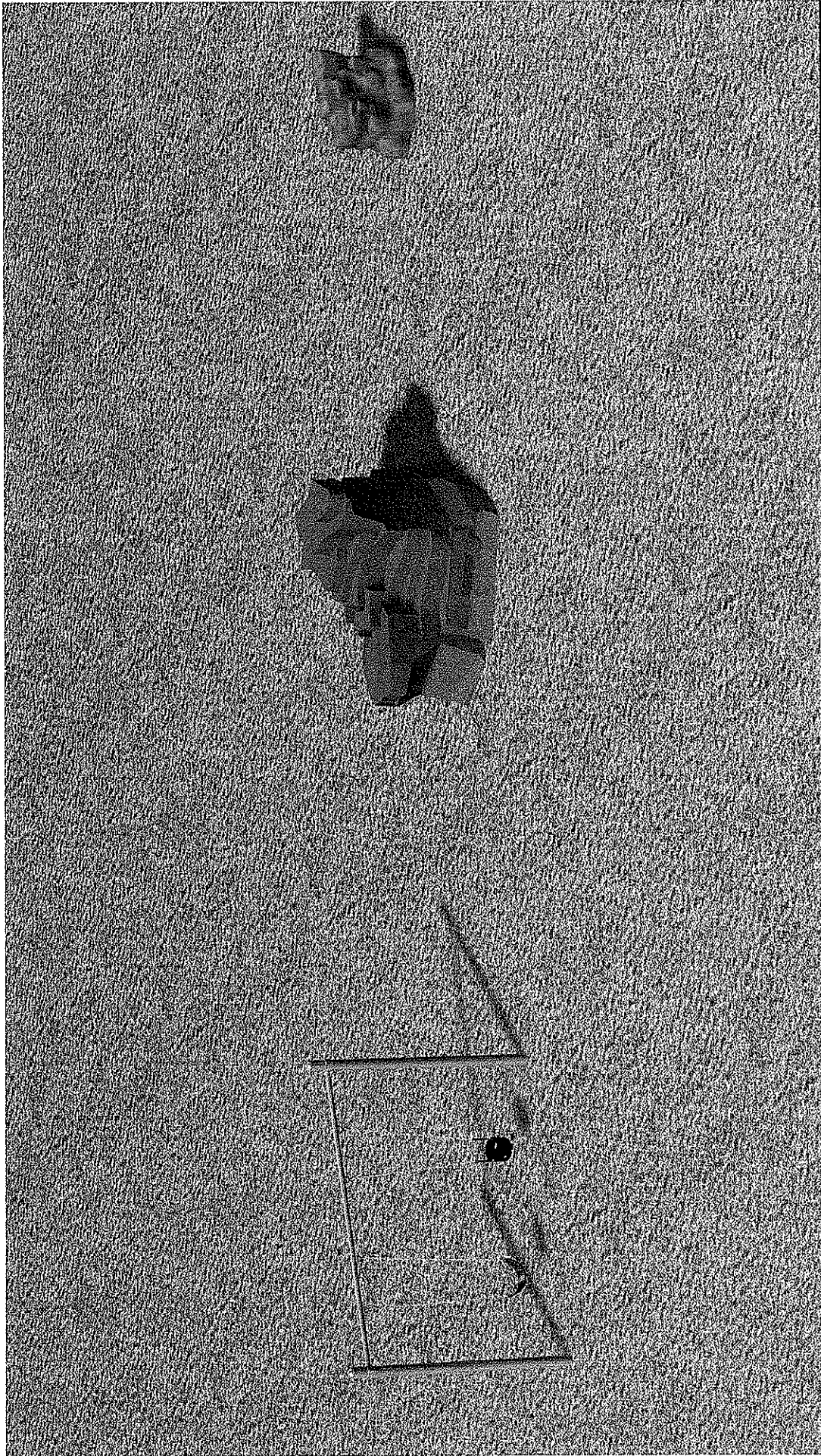
Total Safety Zone Square Footage = 1191 sq ft

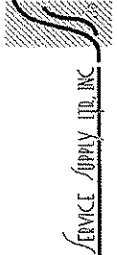




Estimated Man-Hours do not include site preparation.

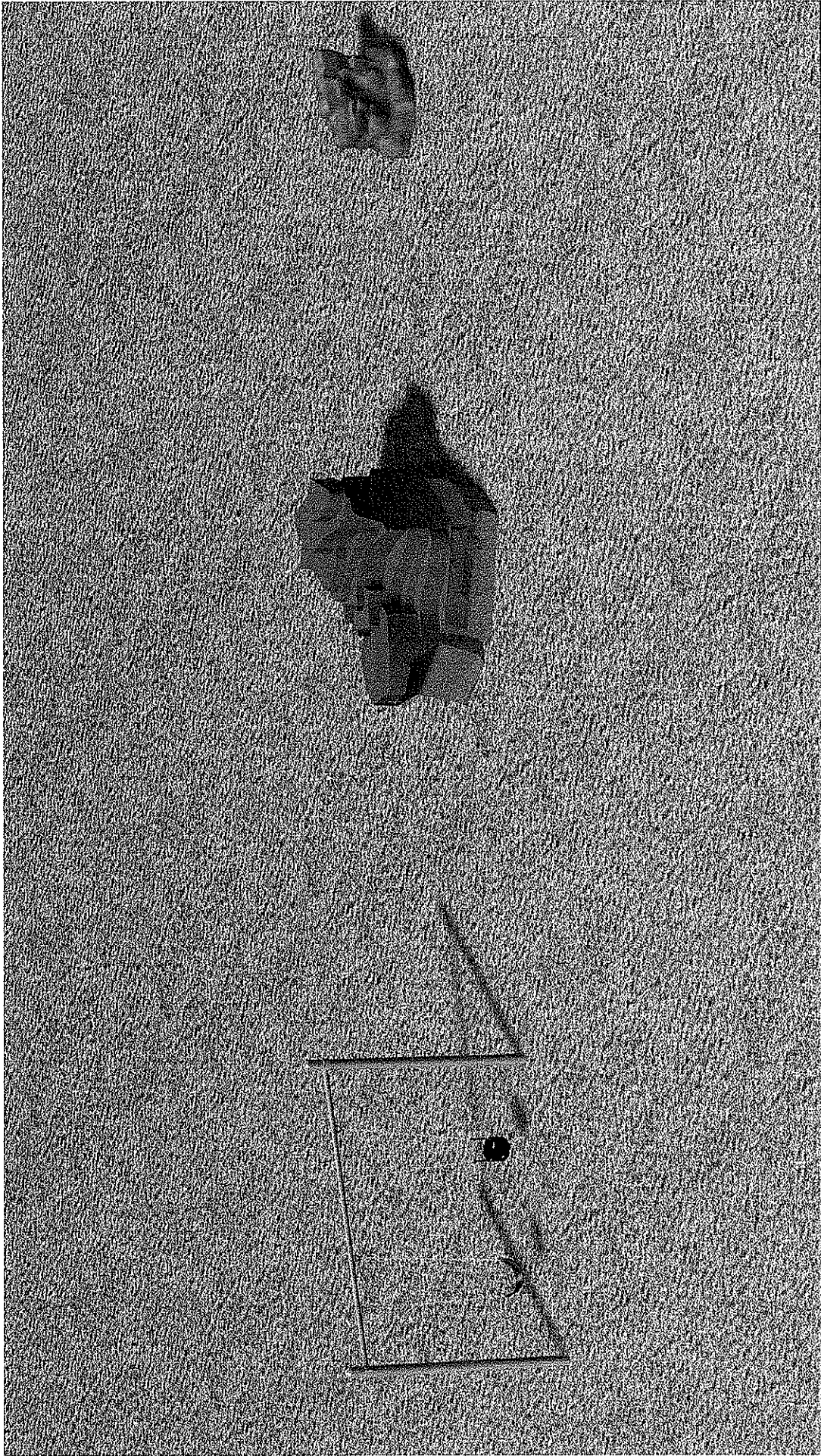
(\*) NOTE:





This Quote has a total weight above 5,000 lbs or product(s) that require a freight quote. Freight tables cannot be used - Please contact LSI for a freight quote.

This quote is valid for 90 days. Purchase orders submitted with an expired quote are subject to price changes.  
Custom freight quotes are valid for 30. Expired custom freight quotes are subject to changes.



PINNACLE ROCK STATE PARK		 SERVICE SUPPLY, INC.	 	  landscape structures
BLUEFIELD, WV	17434758-1-1			



Pinnacle Rock State Park		SERVICE SUPPLY LTD. INC.		 <b>landscape structures</b>	
BLUEFIELD, WV				 	
17434758-1-1		5/4/2009 3			

*slr*  
landscape  
structures



The play components identified on this plan are CPMA certified. This does not constitute a warranty of any kind, nor does it constitute an endorsement of any product or service.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

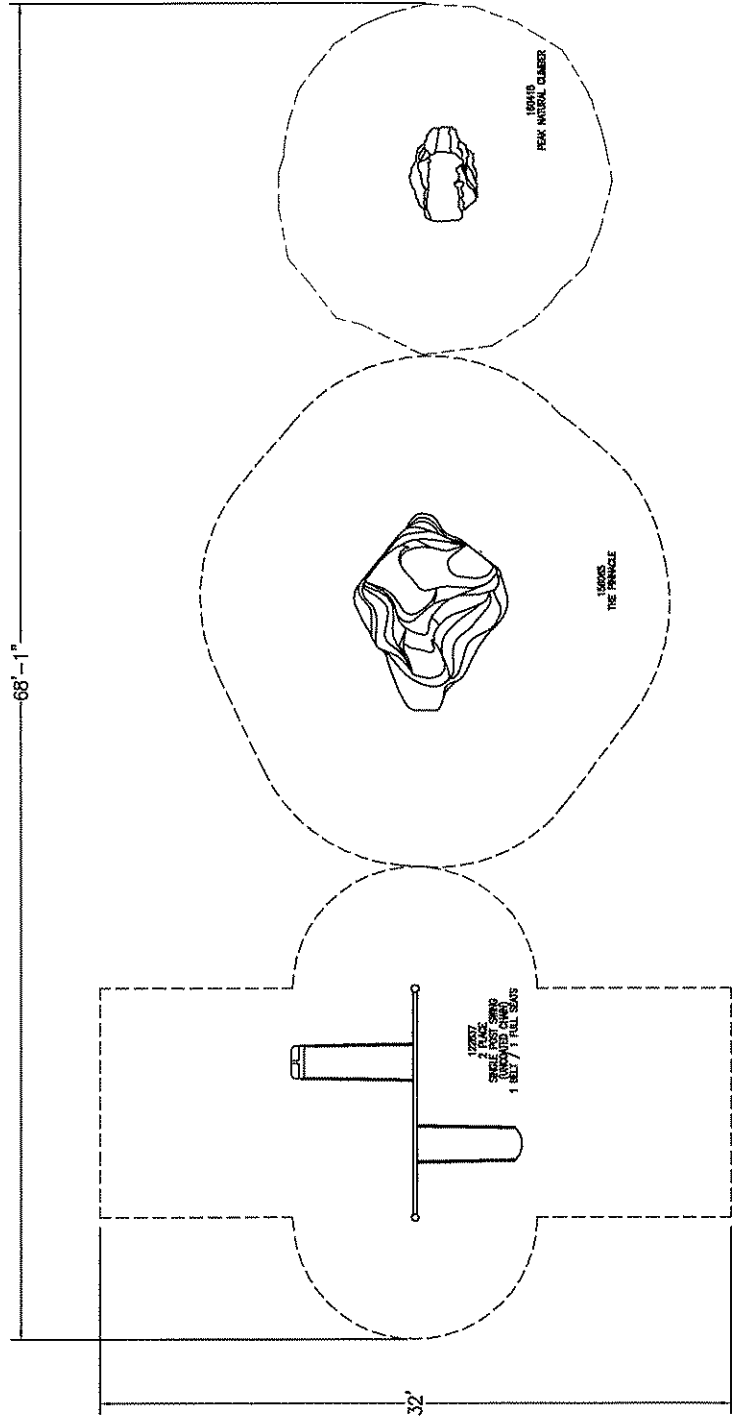
IT IS THE MANUFACTURER'S OBLIGATION TO PROVIDE THE PLAY AREA ACCESSIBILITY COMPLIANCE (CPMA) STATEMENTS IN ACCORDANCE WITH THE ADA AND THE ADA REGULATIONS WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US FROM THE USER. WE HAVE CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAVE REVIEWED THE SITE CONDITIONS AND EXISTING UTILITIES. THE PLAN, DESIGN, ARCHITECTURE, CONSTRUCTION AND MAINTENANCE OF ALL EXISTING UTILITIES, EQUIPMENT, AND STRUCTURES SHALL BE THE USER'S RESPONSIBILITY.

PLEASE NOTE THAT THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF OHIO. AT LEAST THE HEIGHT OF THE NEAREST ADJACENT ELEVATION MUST BE CONSIDERED IN THE DESIGN OF ALL PLAY COMPONENTS TO PREVENT SAFETY CONCERNS (E.G., OVERHANGS, SLIPPERY SURFACES, etc.)

DESIGNED BY:  
GSW  
CORPORATE 5-4-00  
LANDSCAPE STRUCTURES, INC.  
6017 THE COMMONS DRIVE, SUITE 100  
PH 1-402-326-2028 FAX 1-402-673-8871

Date: Previous Drawing #: 106206



TOTAL ELEVATED PLAY COMPONENTS	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3

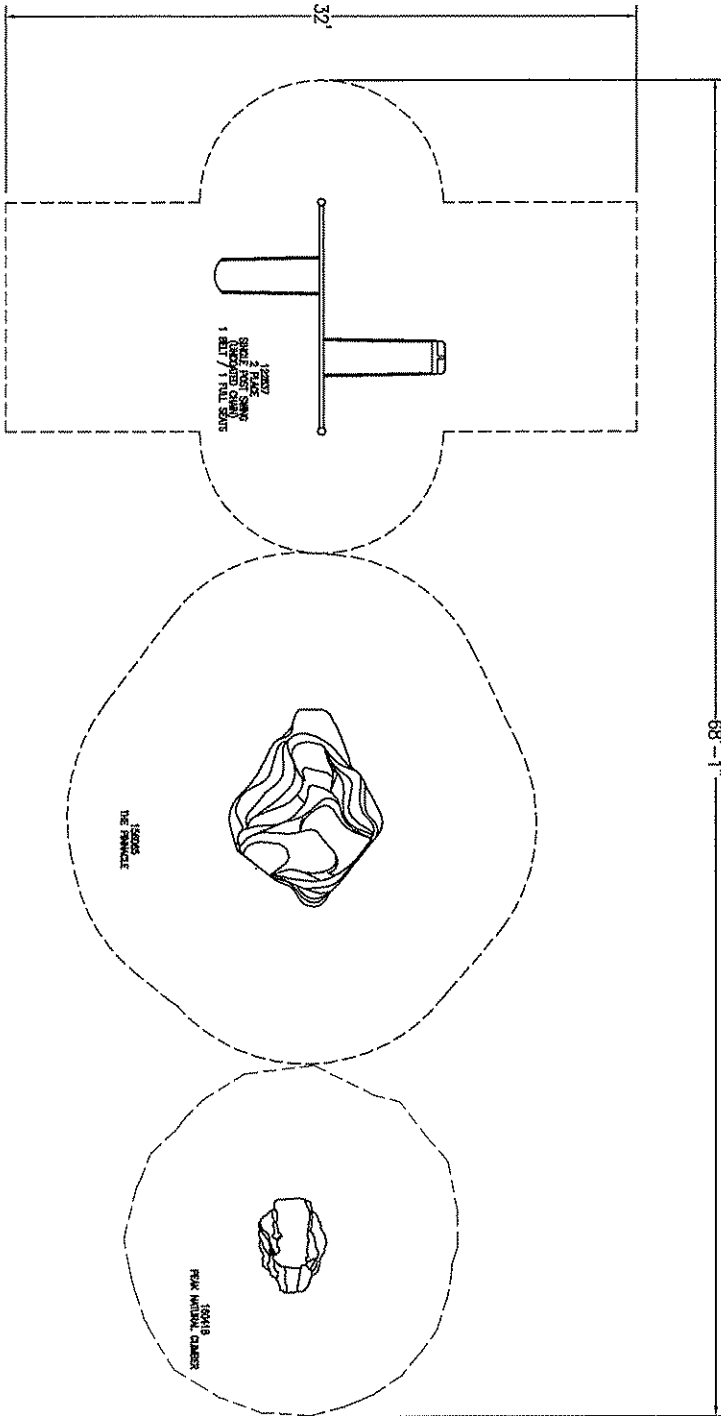


SYSTEM TYPE: NO STRUCTURE  
DRAWING #: 34768-1-1  
SERVICE SUPPLY: PAM WILLIAMSON  
PINNACLE ROCK STATE PARK, BLUEFIELD, WV





68'-1"



TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3



PINNACLE ROCK  
STATE PARK  
BLUESFIELD, WV

SERVICE  
SUPPLY  
PAUL WILLIAMSON

SYSTEM TYPE:  
NO STRUCTURE  
DRAWING #:  
34768-1-1



The play components identified on this plan are listed on the attached schedule. The use and type of these components are subject to the requirements of ASTM F1487.

THIS PLAN AREA IS DESIGNATED AS LIMITED CHILDREN ACCESS ONLY. IF A CHILD UNDERSEVENTEEN (SEVEN) YEARS OF AGE USES THIS EQUIPMENT TO CLIMB OR TO PERFORM ANY OTHER ACT THAT COULD BE CONSIDERED AS A VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAWS, REGULATIONS OR ORDINANCES, THE USER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EQUIPMENT AND FOR ANY INJURY TO HIMSELF OR OTHER CHILDREN. THE USER SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE EQUIPMENT OR FOR ANY INJURY TO HIMSELF OR OTHER CHILDREN.

DESIGNED BY:  
GDM  
CORPORATION 5-1-88  
LANDSCAPE STRUCTURES, INC.  
2010 STATE STREET, SUITE 100  
BLUESFIELD, WV 26005  
PH: 304-328-2000 FAX: 304-328-2001

Date	Revision	Drawn by	Checked by
	1	Previous Drawing # 34768	