

MODULAR PLAYGROUND
PREPARED FOR
WATTERS SMITH
STATE PARK
LOST CREEK, WV
JUNE 15TH, 2009

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RECEIVED

2009 JUN 17 AM 10:28

WV PURCHASING
DIVISION

CUNNINGHAM ASSOCIATES, INC
P.O. BOX 240981
CHARLOTTE, NC 28224
1-800-438-2780



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
DNR209155

PAGE
1

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

*709033753 800-438-2780
CUNNINGHAM ASSOCIATES INC
PO BOX 240981

CHARLOTTE NC 28224

SHIP TO

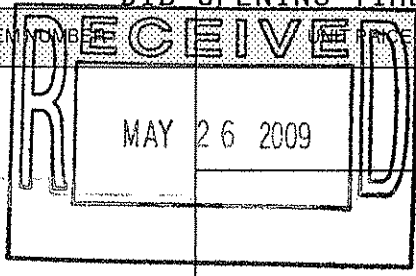
**DIVISION OF NATURAL RESOURCES
 WATTERS SMITH MEM'L STATE PARK
 ATTN: PARK SUPERINTENDENT
 POST OFFICE BOX 296
 LOST CREEK, WV
 26385 745-3081**

VENDOR

DATE PRINTED 05/20/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/18/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	AMOUNT
0001	1	LS		650-38	\$ 38,407.37
<p>PLAYGROUND EQUIPMENT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR PLAYGROUND EQUIPMENT FOR WATTERS SMITH MEMORIAL STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD 06/02/09 AT 10:00 AM AT THE PARK HEADQUARTERS. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN BID DISQUALIFICATION. AN INDIVIDUAL MAY NOT REPRESENT MORE THAN ONE VENDOR AT THE MANDATORY PRE-BID MEETING.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS 06/04/09 AT 3:00 PM ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING</p>					



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-438-2780	DATE 6-15-09
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TITLE Project Manager	FEIN 54-0883979	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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 304-558-2316**

VENDOR

*709033753 800-438-2780
CUNNINGHAM ASSOCIATES INC
PO BOX 240981

CHARLOTTE NC 28224

SHIP TO

**DIVISION OF NATURAL RESOURCES
 WATTERS SMITH MEM'L STATE PARK
 ATTN: PARK SUPERINTENDENT
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DATE PRINTED 05/20/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/18/2009 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">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: 44</p> <p>RFQ. NO.: DNR209155</p> <p>BID OPENING DATE: 06/18/09</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-438-2780	DATE 6-15-09
TITLE Project Manager	FEIN 54-0883979	ADDRESS CHANGES TO BE NOTED ABOVE

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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, the State may deem this contract null and void, and terminate such contract 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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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FRANK WHITTAKER 304-558-2316

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

SHIP TO	DIVISION OF NATURAL RESOURCES
	WATTERS SMITH MEM'L STATE PARK
	ATTN: PARK SUPERINTENDENT
	POST OFFICE BOX 296
	LOST CREEK, WV 26385 745-3081

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/20/2009				

BID OPENING DATE: **06/18/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <div style="text-align: center; margin-top: 5px;"><i>704-525-7356</i></div>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <div style="text-align: center; margin-top: 5px;"><i>John Cunningham</i></div>						
***** THIS IS THE END OF RFQ DNR209155 ***** TOTAL:						<u>\$ 38,407.37</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE 800-438-2780	DATE 6-15-09
TITLE Project Manager	FEIN 54-0883979	ADDRESS CHANGES TO BE NOTED ABOVE

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

Watters Smith Memorial State Park

To supply playground equipment to offer play activities for children ages five (5) to twelve (12) at Watters Smith Memorial State Park, Lost Creek, West Virginia. Playground equipment will be purchased for three separate areas in the park. Park personnel will install all equipment and curbs. 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. Delivery must be made within sixty (60) days of purchase order award.

AREA 1 – ACTIVITIES BUILDING AREA

PrimeTime mix it up play structure, Item #G11813, or equal. Uprights must be a minimum of 11 gauge galvanized steel; must have a minimum of 3 mil oven cured powder coating; and must have a minimum diameter of 3 1/2". Structure must include the following components:

- One (1) PrimeTime driver's enclosure panel, Item #18391, or equal.
- One (1) PrimeTime toad stool climber, Item #12239, or equal.
- One (1) PrimeTime triangle transfer platform, Item #18337, or equal.
- One (1) PrimeTime square stepped deck. Deck dimensions must be a minimum of 36" x 36", or equal.
- One (1) PrimeTime gizmo single panel, Item #12964, or equal.
- One (1) PrimeTime nature panel, Item #12429, or equal.
- One (1) PrimeTime rumble and roll zip slide, Item #18389, or equal. Slide must be a minimum height of 3' in height.
- One (1) PrimeTime stepped platform, Item #18259, or equal.
- One (1) PrimeTime giant wave climber, Item #18383, or equal. Climber must be a minimum height of 5'.
- One (1) PrimeTime slate roof, Item #18672, or equal.
- One (1) PrimeTime F5 spiral slide with hood, Item #18316, or equal. Slide must be a minimum of 6' in height.

Watters Smith Memorial State Park

- One (1) PrimeTime rock wall climber, Item #12922, or equal. Climber must be a minimum height of 5' in height.
- One (1) PrimeTime rectangle deck. Deck dimensions must be a minimum of 45 ½" x 36" and be a minimum of 3' in height.
- One (1) PrimeTime square deck or equal. Deck dimension must be a minimum of 36" x 36" and must be a minimum of 3' in height.

PrimeTime Swing Frame, Item #12583, 3 1/2" OD minimum, or equal. Top rail and arch must have a minimum 3 ½ inch OD; arch must be a minimum of 11 gauge galvanized steel tubing; must include a minimum of 3 ½ inch OD galvanized steel sleeve; must be polyester powder coat; must be a minimum of 8 foot high with finished surface; and must accommodate two (2) free standing swings.

PrimeTime Add-A-Bay Swing, Item #12584, 3 1/2 " OD minimum, or equal. Top rail and arch must have a minimum 3 ½ inch OD; arch must be a minimum of 11 gauge galvanized steel tubing; must include a minimum of 3 ½ inch OD galvanized steel sleeve; must be polyester powder coat; must be a minimum of 8 foot high with a finished surface; and must accommodate two (2) free standing swings.

PrimeTime tot seat package 3 ½" OD, Item #8696, or equal. Package must include all hardware necessary to attach seat to a minimum of a 3 ½ inch top rail.

PrimeTime super seat 3 ½ OD, Model 8906, or equal. Package must include all hardware necessary to attach seat to a minimum of a 3 ½ inch top rail.

AREA 2 – PIONEER PICNIC AREA

PrimeTime playground structure, Model #RDU, PrimeTime modular unit, or equal. The structure must include the following components:

- One (1) PrimeTime tic-tac-toe panel, Item #12004, or equal. Panel must be a minimum 5' in length.
- Three (3) PrimeTime 3 1/2" uprt ass'y galv 8', Item #G12023, or equal.
- Four (4) PrimeTime 3 1/2" uprt ass'y galv 9', Item #G12024, or equal.

Watters Smith Memorial State Park

- One (1) PrimeTime 3 1/2" uprt ass'y galv 11', Item #G12026, or equal.
- Two (2) PrimeTime 3 1/2" uprt ass'y galv 12', Item #G12027, or equal.
- One (1) PrimeTime chin bar single, Item #12201, or equal.
- One (1) PrimeTime toad stool climber, Item #12239, or equal. Climber must be heavy molded rubber and not more than 18" off the off the ground.
- One (1) PrimeTime rung enclosure barrier, Item #12411, or equal. Barrier must be a minimum of 2' 6" in width.
- One (1) PrimeTime barrier w/steering wheel, Item #12432, or equal. Barrier must be a minimum of 3' in width.
- One (1) PrimeTime Single Seat P/T, Model 12728, or equal.
- One (1) PrimeTime Bubble Climber, Item #12926, or equal. Climber must be fabricated from a minimum of 1 5/8" OD 14 gauge (.083") galvanized steel tubing 1 5/16" OD x .083" (14 gauge) wall galvanized steel tubing, or equal. Must be all welded construction.
- One (1) PrimeTime 36" Sq Punched Deck P/T 1.3125, Model 18200, or equal.
- One (1) PrimeTime Rect Punched Deck P/T, Model 18202, or equal.
- One (1) PrimeTime 2'-0" Step Link 36" Deck , Model 18259, or equal.
- One (1) PrimeTime F5 Spiral Slide, Item #18315, or equal. Slide must be a minimum of 6' in height.
- One (1) Tri Transfer Platform (36" minimum), Item #18337, or equal.
- One (1) PrimeTime Rumble and Roll Zip Slide, Item #18389, or equal. Slide must be a minimum of 3' in height.
- One (1) Primetime Model G12022 , 3 1/2" Uprt Ass'Y Galv 7', Item #12583, or equal.
- One (1) PrimeTime Model G12026, 3 1/2" Uprt Ass'Y Galv 11', Item #12584, or equal.

PrimeTime Swing Frame, Model 12583, 3 1/2" OD minimum, or equal. Top rail and arch must have a minimum 3 ½ inch OD; arch must be a minimum of 11 gauge galvanized steel tubing;

Watters Smith Memorial State Park

must include a minimum of 3 ½ inch OD galvanized steel sleeve; must be polyester powder coat; must be a minimum of 8 foot high with finished surface; and must accommodate two (2) free standing swings.

PrimeTime, Add-A-Bay Swing, Model 12584, 3 1/2 " OD minimum, or equal. Top rail and arch must have a minimum 3 ½ inch OD; arch must be a minimum of 11 gauge galvanized steel tubing; must include a minimum of 3 ½ inch OD galvanized steel sleeve; must be polyester powder coat; must be a minimum of 8 foot high with a finished surface; and must accommodate two (2) free standing swings.

PrimeTime tot seat package 3 ½" OD, Item #8696, or equal. Package must include all hardware necessary to attach seat to a minimum of a 3 ½ inch top rail.

PrimeTime super seat 3 ½" OD, Item #8906, or equal. Package must include all hardware necessary to attach seat to a minimum of a 3 ½ inch top rail.

PrimeTime freestanding mini sky runner, Item #6202, or equal.

AREA 3 – OAK RIDGE PICNIC AREA

PrimeTime playground structure Item #11752 PrimeTime Recess Time 2 W/Roof or equal. The structure must include the following components:

- PrimeTime 3 ½ OD Uprights, or equal.
- Four (4) Decks, or equal.
- One (1) PrimeTime Zip Slide, or equal.
- One (1) PrimeTime Wave Zip Slide, or equal.
- One (1) PrimeTime (4' minimum) Arch Bridge with Barriers, or equal.
- PrimeTime Transfer Platform, or equal.
- PrimeTime Access Attachment, or equal.
- One (1) PrimeTime Overhead Tree Climber, or equal.
- One (1) PrimeTime Therapeutic Rings, or equal.

Watters Smith Memorial State Park

- One (1) Primetime D Ring Package, or equal.
- One (1) PrimeTime Zipper Climber, or equal.
- One (1) PrimeTime Arch Climber, or equal.
- One (1) PrimeTime Tic-Tac-Toe Panel, or equal.
- One (1) PrimeTime 6" minimum barrier, or equal.
- One (1) PrimeTime Barrier Enclosure with Steering Wheel, or equal.

PrimeTime, Swing Frame, Model 12583, 3 1/2" OD minimum, "or equal." Top rail and arch must have a minimum 3 1/2 inch OD; arch must be a minimum of 11 gauge galvanized steel tubing; must include a minimum of 3 1/2 inch OD galvanized steel sleeve; must be polyester powder coat; must be a minimum of 8 foot high with finished surface; and must accommodate two (2) free standing swings.

PrimeTime, Add-A-Bay Swing, Model 12584, 3 1/2 " OD minimum, "or equal." Top rail and arch must have a minimum 3 1/2 inch OD; arch must be a minimum of 11 gauge galvanized steel tubing; must include a minimum of 3 1/2 inch OD galvanized steel sleeve; must be polyester powder coat; must be a minimum of 8 foot high with a finished surface; must have a minimum of a 12 foot top rail; and must accommodate two (2) free standing swings.

PrimeTime tot seat package 3 1/2" OD, Item #8696, or equal. Package must include all hardware necessary to attach seat to a minimum of a 3 1/2 inch top rail.

PrimeTime super seat 3 1/2 OD, Model 8906, "or equal." Package must include all hardware necessary to attach seat to a minimum of a 3 1/2 inch top rail.

ITEMS FOR ALL THREE PLAYGROUND AREAS

Engineered wood fiber, 2056 square feet, @ 8" compacted depth. Material must be recently harvested and debarked; free of chemical treatments and additives; free of soil, twigs, leaves and other contaminates.

Geo-textile fabric, 2250 square foot rolls, "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.

P9

WVDNR209155
Watters Smith Memorial State Park

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.

Structural steel members and play surfaces must be treated for rust prevention and painted with a suitable powder coat finish. All molded plastics and vinyl coatings must have UV protection

Vendor must provide complete installation instructions, parts specifications, touch-up paint sufficient for initial installation, and warranties.

Color scheme of equipment must be coordinated with Watters Smith Memorial State Park. Color of items will be selected from manufacturer's standard colors.

Watters Smith Memorial State Park

A mandatory pre-bid conference will be held on ?, 2009, at Watters Smith Memorial State Park at park headquarters. 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.

WVDNR209155
Watters Smith 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 Quotation.

Item No	Equipment	Manufacturer	Model
1	AREA 1-ACTIVITIES BUILDING AREA , PrimeTime mix it up play structure, Item #G11813, or equal. Structure must include the following components:		<i>See attached</i>
2	AREA 1- ACTIVITIES BUILDING AREA , One (1) PrimeTime driver's enclosure panel, Item #18391, or equal.		
3	AREA 1- ACTIVITIES BUILDING AREA , One (1) PrimeTime toad stool climber, Item #12239, or equal.		
4	AREA 1- ACTIVITIES BUILDING AREA , One (1) PrimeTime triangle transfer platform, Item #18337, or equal.		
5	Area 1 - ACTIVITIES BUILDING AREA , One (1) PrimeTime square stepped deck, or equal.		

Watters Smith State Park

PLAYGROUND EQUIPMENT SHEET

Item No	Equipment	Manufacturer	Model
6	Area 1 - ACTIVITIES BUILDING AREA, One (1) PrimeTime gizmo single panel, Item #12964, or equal. Panel must include a click wheel gizmo, Item #4839, or equal.		See attached
7	Area 1 - ACTIVITIES BUILDING AREA, One (1) PrimeTime nature panel, Item #12429, or equal.		
8	Area 1 - ACTIVITIES BUILDING AREA One (1) PrimeTime rumble and roll zip slide, Item #18389, or equal.		
9	Area 1 - ACTIVITIES BUILDING AREA, One (1) PrimeTime stepped platform, Item #18259, or equal.		
10	Area 1 - ACTIVITIES BUILDING AREA, One (1) PrimeTime giant wave climber, Item #18383, or equal.		
11	Area 1 - ACTIVITIES BUILDING AREA One (1) PrimeTime slate roof, Item #18672, or equal.		
12	Area 1 - ACTIVITIES BUILDING AREA, One (1) PrimeTime F5 spiral slide with hood, Item #18316, or equal.		

Watters Smith State Park
PLAYGROUND EQUIPMENT SHEET

Item No	Equipment	Manufacturer	Model
13	Area 1 - ACTIVITIES BUILDING AREA, One (1) PrimeTime rock wall climber, Item #12922, or equal.		See attached
14	Area 1 - ACTIVITIES BUILDING AREA, One (1) PrimeTime rectangle deck, or equal.		↓
15	Area 1 - ACTIVITIES BUILDING AREA, One (1) PrimeTime square deck, or equal.		
16	Area 1 - ACTIVITIES BUILDING AREA, One (1) PrimeTime Model 12583 Swing Frame, 3 1/2" OD, or equal.		
17	Area 1- Activities Building Area, One (1) PrimeTime add-a-bay swing, Item #12584, or equal.		
18	Area 1- Activities Building Area, Two (2) PrimeTime Model 8696 3 1/2" OD Enclosed Tot Seat with two (2) Galv Chains, or equal.		
19	Area 1- Activities Building Area, Two (2) PrimeTime Item #8906 3 1/2" Super Seats with two (2) Galv Chains, or equal.		

Watters Smith State Park

PLAYGROUND EQUIPMENT SHEET

Item No	Equipment	Manufacturer	Model
20	AREA 2-PIONEER PICNIC AREA, PrimeTime playground structure Model #RDU PrimeTime Modular unit, or equal. The structure must include the following components:		See attached
21	Area 2- PIONEER PICNIC AREA, One (1) PrimeTime Item #12004 Tic-Tac-Toe Panel, or equal.		
22	Area 2 -PIONEER PICNIC AREA, PrimeTime Model G12023 3 1/2" Uprt Ass'Y Galv 8', or equal.		
23	Area 2- PIONEER PICNIC AREA, PrimeTime Model G12024 3 1/2" Uprt Ass'Y Galv 9', or equal.		
24	Area 2 -PIONEER PICNIC AREA, PrimeTime Model G12026 3 1/2" Uprt Ass'Y Galv 11', or equal.		
25	Area 2- PIONEER PICNIC AREA, PrimeTime Model G12027 3 1/2" Uprt Ass'Y Galv 12', or equal.		
26	Area 2- PIONEER PICNIC AREA, One (1) PrimeTime Model 12201 Single Chin Bar, or equal.		
27	Area 2- PIONEER PICNIC AREA, One (1) PrimeTime Model 12239 Toad Stool Climber, or equal.		

Watters Smith State Park
PLAYGROUND EQUIPMENT SHEET

Item No	Equipment	Manufacturer	Model
28	Area 2- PIONEER PICNIC AREA, One (1) PrimeTime Model 12411 Rung Enclosure Barrier ,or equal.		See attached
29	Area 2- PIONEER PICNIC AREA, One (1) PrimeTime Model 12432 Barrier W/Steering Wheel, or equal.		↓
30	Area 2- PIONEER PICNIC AREA, One (1) PrimeTime Model 12728 Single Seat P/T, or equal.		
31	Area 2- PIONEER PICNIC AREA, One (1) PrimeTime Model 12926 4'-6"/5' Bubble Climber, or equal.		
32	Area 2- PIONEER PICNIC AREA, PrimeTime Model 18200 36" Sq Punched Deck P/T 1.3125, or equal.		
33	Area 2- PIONEER PICNIC AREA, PrimeTime Model 18202 Rect Punched Deck P/T, or equal.		
34	Area 2- PIONEER PICNIC AREA, PrimeTime Model 18259 2'-0" Step Link 36" Deck, or equal.		
35	Area 2- PIONEER PICNIC AREA, One (1) PrimeTime Model 18315 6' F5 Spiral Slide, or equal.		
36	Area 2- PIONEER PICNIC AREA, PrimeTime Model 18337 36" Tri Transfer Platform, or equal.		

Watters Smith State Park

PLAYGROUND EQUIPMENT SHEET

Item No	Equipment	Manufacturer	Model
37	Area 2- PIONEER PICNIC AREA, One (1) PrimeTime Model 18389 3' Rumble & Roll Zip Slide, or equal.		<i>See attached</i>
38	Area 2- PIONEER PICNIC AREA, PrimeTime Model G12022 3 1/2" Uprt Ass'Y Galv 7', or equal.		
39	Area 2 PIONEER PICNIC AREA, PrimeTime Model G12026 3 1/2" Uprt Ass'Y Galv 11', or equal.		
40	Area 2- Pioneer Picnic Area, One (1) PrimeTime Model 12583 Prime Time Swing Frame, 3 1/2" OD, or equal.		
41	Area 2- Pioneer Picnic Area, One (1) PrimeTime Model 12584 Swing Add-A-Bay, 3 1/2" OD, or equal.		
42	Area 2- Pioneer Picnic Area, Two (2) PrimeTime Model 8696 3 1/2" Enclosed Tot-Galv Chain, or equal.		
43	Area 2 - Pioneer Picnic Area, Two (2) PrimeTime Model 8906 3 1/2" Super Seats with two (2) Galv Chains ,or equal.		
44	Area 2 - Pioneer Picnic Area, PrimeTime Freestanding Mini Sky Runner, Model 6202, or equal.		

Watters Smith State Park
PLAYGROUND EQUIPMENT SHEET

Item No	Equipment	Manufacturer	Model
45	Area 3- OAK RIDGE PICNIC AREA, PrimeTime playground structure Model #11752 PrimeTime Recess Time 2 W/Roof, or equal. The structure must include the following components:		See attached
46	Area 3- OAK RIDGE PICNIC AREA, PrimeTime 3 1/2 OD Uprights, or equal.		
47	Area 3- OAK RIDGE PICNIC AREA, Four (4) PrimeTime Decks, or equal.		
48	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime Zip Slide, or equal.		
49	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime Wave Zip Slide, or equal.		
50	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime 4' Arch Bridge with Barriers, or equal.		
51	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime Transfer Platform, or equal.		
52	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime Access Attachment, or equal.		
53	Area 3- OAK RIDGE PICNIC AREA- One (1) PrimeTime Overhead Tree Climber, or equal.		

Watters Smith State Park
PLAYGROUND EQUIPMENT SHEET

Item No	Equipment	Manufacturer	Model
54	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime Therapeutic Rings, or equal.		See attached
55	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime D Ring Package , or equal.		↓
56	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime Zipper Climber , or equal.		
57	Area 3- OAK RIDGE PICNIC AREA, One (1)PrimeTime Arch Climber , or equal.		
58	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime Tic-Tac-Toe Panel , or equal.		
59	Area 3- OAK RIDGE PICNIC AREA, PrimeTime 6" Barrier, or equal.		
60	Area 3- OAK RIDGE PICNIC AREA, PrimeTime BarrierEnclosure with Steering Wheel, or equal.		
61	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime Model 12583 Swing Frame, 3 1/2" OD, or equal.		
62	Area 3- OAK RIDGE PICNIC AREA, One (1) PrimeTime Model 12584 Add-A-Bay Swing , 3 1/2" OD, or equal.		
63	Area 3- OAK RIDGE PICNIC AREA, Two (2) PrimeTime Model 8696 3 1/2" Enclosed Tot-Galv Chain, or equal.		
64	Area 3- OAK RIDGE PICNIC AREA, Two (2) PrimeTime Model 8906 3 1/2" Super Seat 2-Galv Chain, or equal.		

Watters Smith State Park
PLAYGROUND EQUIPMENT SHEET

Item No	Equipment	Manufacturer	Model
65	2056 Square Feet of Engineered Wood Fiber for all three playgrounds @ 8" compacted depth, or equal		See attached ↓
66	Geo-textile fabric for all Three Playgrounds, 2,250 sq. ft., roll, or equal.		

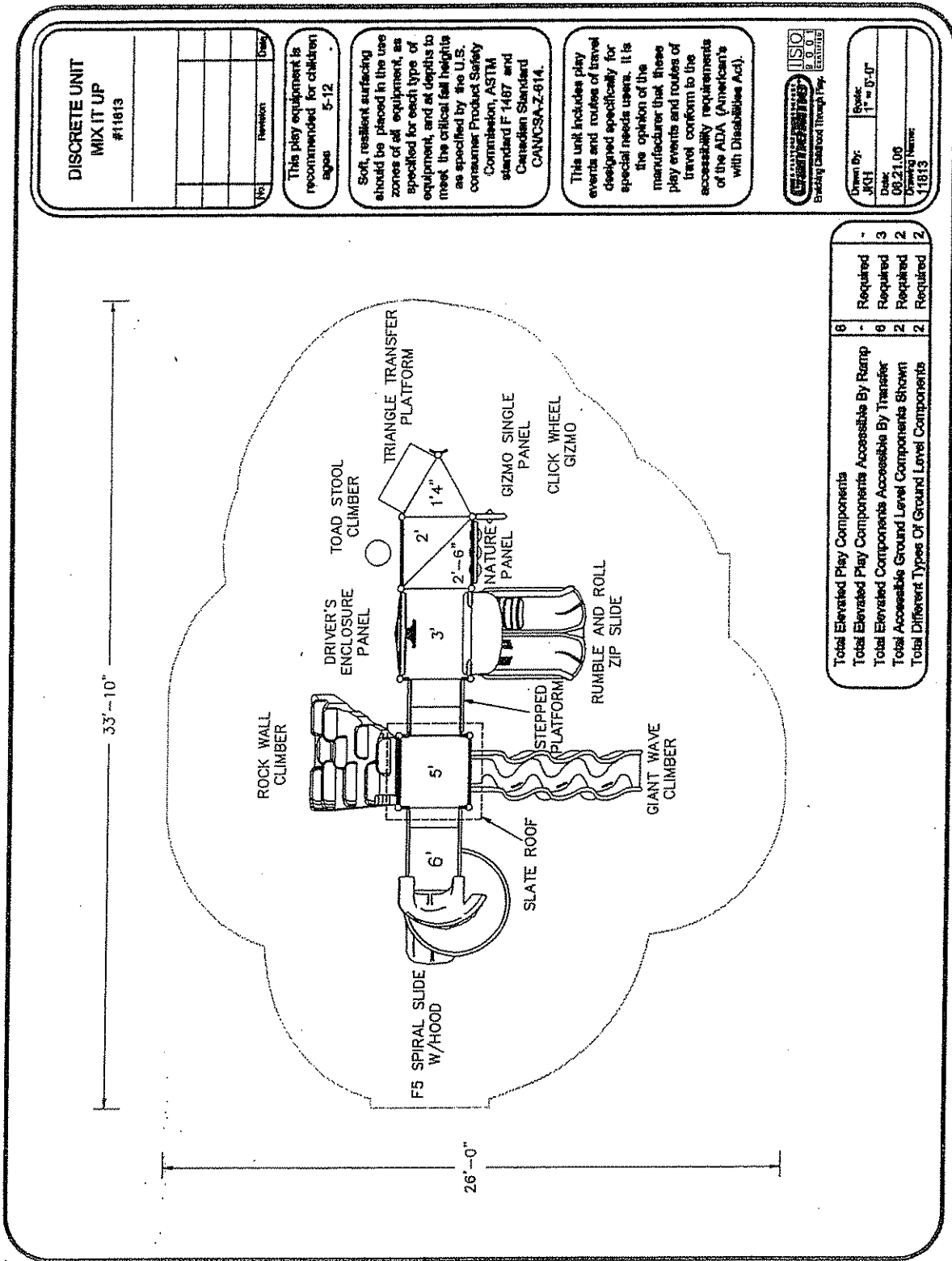
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	Area 1- Activities Building Area, PrimeTime playground structure and components for Activity Building Area- Model #G11813 PrimeTime Mix It Up modular unit , or equal.		See attached
2	1	Area 1 - Activities Building Area, PrimeTime swing frame, model 12583, or equal.		
3	1	Area 1- Activities Building Area, PrimeTime swing add-a-bay, Item #12584, or equal.		
4	2	Area 1 - Activities Building Area, PrimeTime tot seat package 3 1/2 inch OD, Item #8696, or equal.		
5	2	Area 1- Activities Building Area, PrimeTime super seat 3 ½ OD, Model 8906, or equal.		
6	1	Area 2- Pioneer Picnic Area, PrimeTime playground structure and components for Pioneer Picnic Area PrimeTime Modular Unit Model#RDU, or equal.		
7	1	Area 2 - Pioneer Picnic Area, PrimeTime swing frame, model 12583, or equal.		
8	1	Area 2- Pioneer Picnic Area, PrimeTime swing add-a-bay, Item #12584, or equal.		
9	2	Area 2 - Pioneer Picnic Area, PrimeTime tot seat package 3 1/2 inch OD, Item #8696, or equal.		

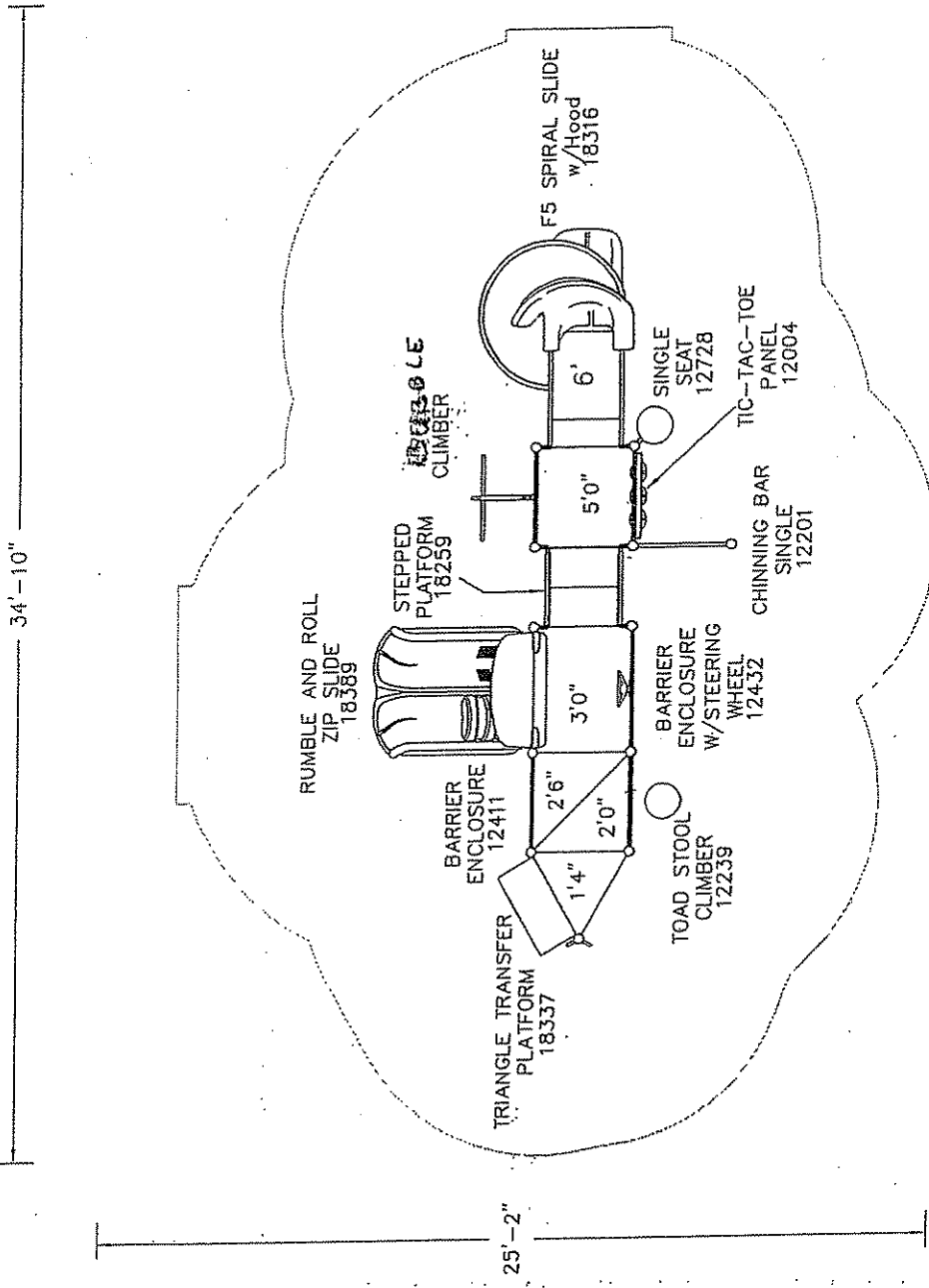
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
10	2	Area 2- Pioneer Picnic Area, PrimeTime super seat 3 ½ OD, Model 8906, or equal.		See attached
11	1	Area 2 - Pioneer Picnic Area,- PrimeTime Freestanding Mini Sky Runner, Model 6202, or		↓
12	1	Area 3- Oak Ridge Picnic Area, PrimeTime playground structure and components, Model#11752 PrimeTime Recess Time-2 W/Roof, or equal.		
13	1	Area 3 - Oak Ridge Picnic Area PrimeTime swing frame, model 12583, or equal.		
14	1	Area 3- Oak Ridge Picnic Area, PrimeTime add-a-bay swing, Item #12584, or equal.		
15	2	Area 3 - Oak Ridge Picnic Area, PrimeTime tot seat package 3 1/2 inch OD, Item #8696, or equal.		
16	2	Area 3- Oak Ridge Picnic Area, PrimeTime super seat 3 ½ OD, Model 8906, or equal.		
17	3 Rolls	Geo-textile fabric, 2,250 Sq. Ft. roll, or equal.		
18	6,447 Square Ft.	Engineered wood fiber or equal @ 8" compacted depth.		
		TOTAL		

ACTIVITIES BUILDING AREA
DNR209155



PIONEER PICNIC AREA
DNR209155



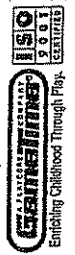
DISCRETE UNIT
LINEAR LANE
#11777

Rev	Revision	Date

This play equipment is recommended for children ages 5-12

Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

This unit includes play events and routes of travel designed specifically for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (American's with Disabilities Act).



Drawn By: SRD
Scale: 1" = 5'-0"

Date: 7/22/04
Drawing Name: 11777

Total Elevated Play Components	5	Required	3
Total Elevated Play Components Accessible By Ramp	5	Required	2
Total Elevated Components Accessible By Transfer	3	Required	2
Total Accessible Ground Level Components Shown	3	Required	2

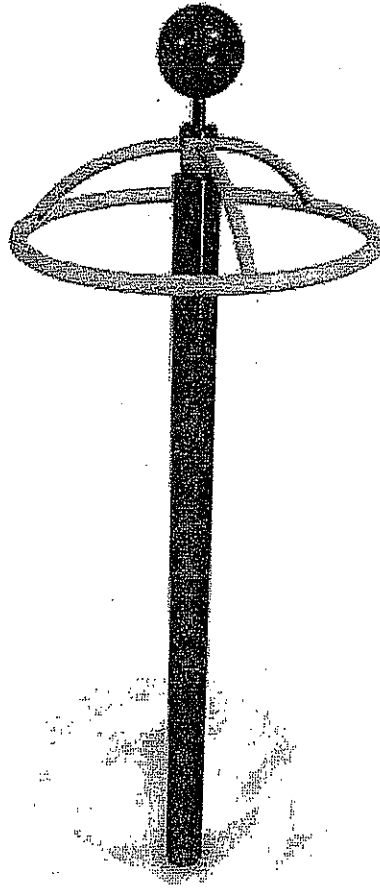
Model Picu

PIONEER PICNIC AREA

DNR209155

GTEvents

Mini Sky Runr

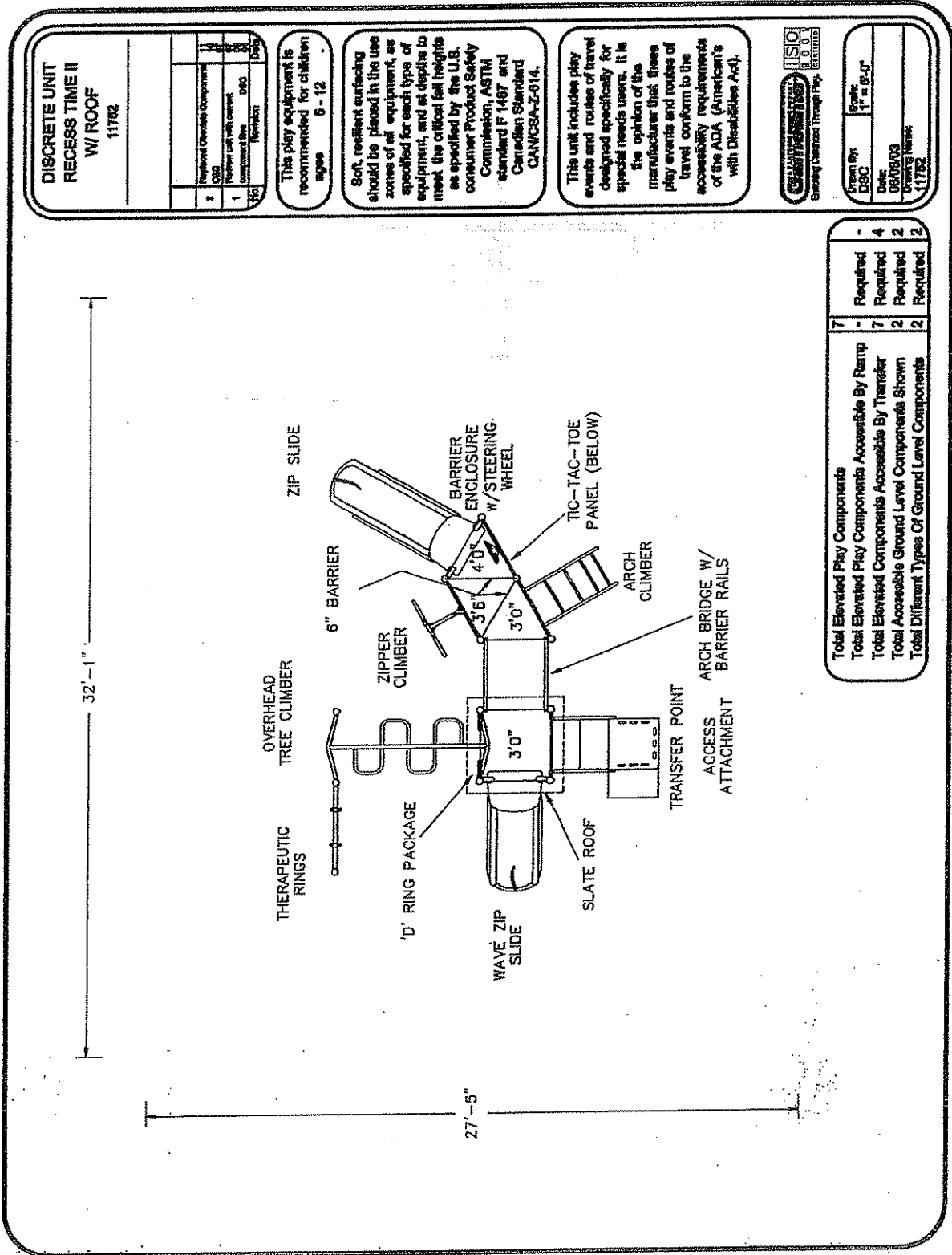


W

01 11/20/2011

11/20/2011

OAK RIDGE PICNIC AREA
DNR20@155



**DISCRETE UNIT
RECESS TIME II
W/ ROOF**
11762

3	Required Overall Components	1
1	Number with current	1
1	Component Base	1
1	Number	1
1	Number	1
1	Number	1

This play equipment is recommended for children ages 6 - 12

Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and as deplete to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

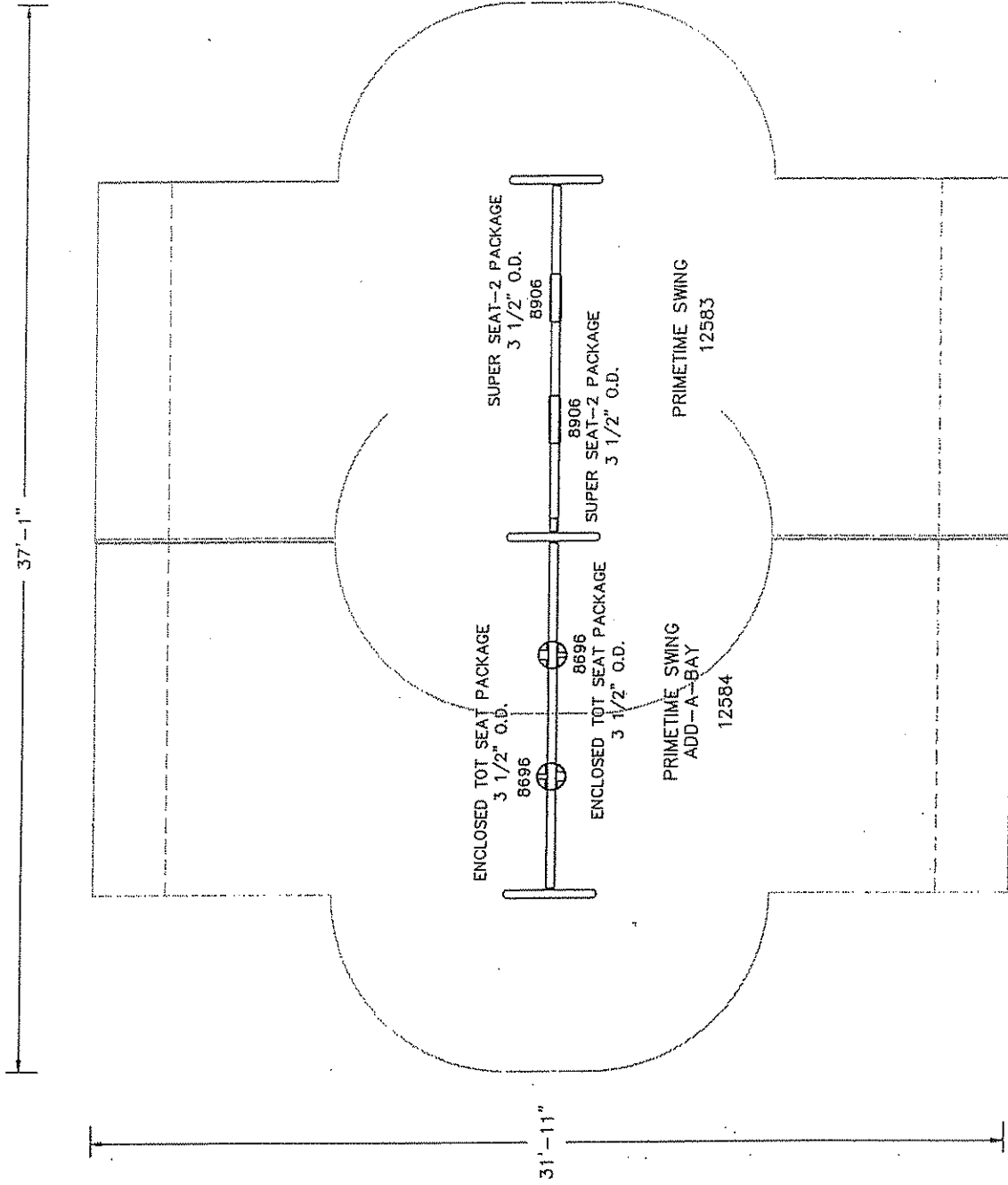
This unit includes play events and routes of travel designed specifically for special needs users. It is the option of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (American's with Disabilities Act).



Item No:	11762
Date:	08/09/03
Drawn by Name:	11762

Total Elevated Play Components	7	Required	4
Total Elevated Play Components Accessible By Ramp	7	Required	2
Total Elevated Components Accessible By Transfer	2	Required	2
Total Accessible Ground Level Components Shown	2	Required	2

AREA 1, 2 and 3
DNR209155



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: GeneTime c/o Cunningham Associates
Authorized Signature:  Date: 6-15-09

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: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



CUNNINGHAM
ASSOCIATES INC.
 Park & Playground Products

Watters Smith State Park (BID)

West Virginia State Parks
 Attn: Larry Jones
 RR 1, Duck Creek Road
 PO Box 296
 Lost Creek, WV 26385-0296
 Phone: 304-745-3081

QUOTE

6/16/2009

61554

Ship To Zip: 25305

Quantity	Part #	Description
ACTIVITIES BUILDING AREA		
1	G11813	GameTime - PrimeTime Mix It UP
1	12583	GameTime - Primetime Swing Frame, 3 1/2" Od
1	12584	GameTime - Primetime Swing Add-A-Bay, 3 1/2" Od
2	8696	GameTime - Encl Seat 3 1/2"(8696)
2	8906	GameTime - Super Seat 2 3-1/2"(8906)
PIONEER PICNIC AREA		
1	G11777	GameTime - PrimeTime Linear Lane
1	12583	GameTime - Primetime Swing Frame, 3 1/2" Od
1	12584	GameTime - Primetime Swing Add-A-Bay, 3 1/2" Od
2	8696	GameTime - Encl Seat 3 1/2"(8696)
2	8906	GameTime - Super Seat 2 3-1/2"(8906)
1	6202	GameTime - Mini Sky Runner (F/S)
OAK RIDGE PICNIC AREA		
1	11752	GameTime - PrimeTime Recess Time-2 w/Roof
1	12583	GameTime - Primetime Swing Frame, 3 1/2" Od
1	12584	GameTime - Primetime Swing Add-A-Bay, 3 1/2" Od
2	8906	GameTime - Super Seat 2 3-1/2"(8906)
2	8696	GameTime - Encl Seat 3 1/2"(8696)
6447	EWf	GT-Impax - Engineered Wood Fiber @ 8" Compacted Depth
3	161290	GameTime - Geo-Textile 2250 Sq Ft Roll

Customer responsible for curbs and installation. Site must be level and free of obstructions.

Total Amount: \$38,407.37





CUNNINGHAM
ASSOCIATES INC.
Park & Playground Products

Watters Smith State Park (BID)

QUOTE

West Virginia State Parks
Attn: Larry Jones
RR 1, Duck Creek Road
PO Box 296
Lost Creek, WV 26385-0296
Phone: 304-745-3081

6/16/2009

61554

Ship To Zip: 25305

Pricing: Prices are firm for 30 days unless otherwise noted.

Shipment: Order shipped 30-45 day after receipt of order and acceptance of your purchase order, color selections, approved submittals,(if required) unless otherwise noted. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery

Payment Terms: Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders.

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



MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
ATL-001038993-07

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

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

COMPANIES AFFORDING COVERAGE

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

457102-GL-pg-02-03

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

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

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

MARSH USA INC.
By: Walter Gilstrap

Walt Gilstrap

MM1(3/02)

VALID AS OF: 02/23/06



Compliance on a global scale

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



American Society for Testing and Materials (ASTM)

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

CPSC

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



IPEMA Equipment Certification

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



IPEMA Surfacing Certification

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

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



ADA

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



ISO 9001:2000

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



TUV

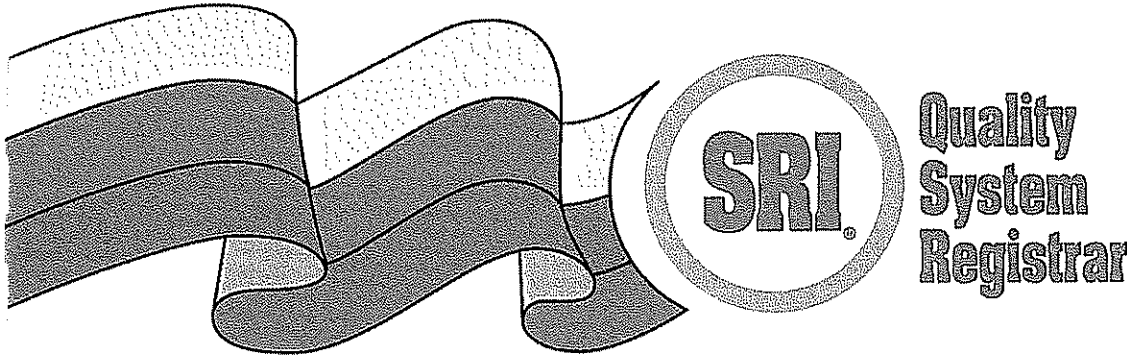
An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that indicate that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment,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

Certificate Number #: 005400

Registration #: 0689-01



CERTIFICATE OF REGISTRATION



Having been audited in accordance with requirements of

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

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

GameTime Division of Playcore

registration of the quality system at its location:

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

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

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

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

Signed for SRI:

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

Peter B. Lake, CEO

Date: September 2, 2005

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



GAMETIME WARRANTIES

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

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

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

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

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

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

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

General warranty info

Lifetime Limited Warranty

PowerScope® Plus, PrimeTime™ and TotStuff™ uprights

All hardware

PowerScope PowerLocks™

15 Year Limited Warranty

Rotationally molded products

Rotationally molded KidTime™ products

Metal decks

Pipes

Rungs

Rails

Loops

10 Year Limited Warranty

PrimeTime bolt-through connections

Parcourse® fitness equipment

5 Year Limited Warranty

Super Seats

3 Year Limited Warranty

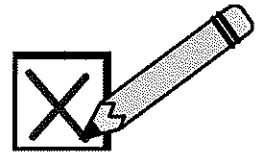
Rubber or "C" springs used on SaddleMates®

1 Year Limited Warranty

All other GameTime products

GameTime Order Check Sheet

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



- ✓ Signed Proposal
- ✓ Signed Purchase Order made out to GameTime c/o Cunningham Associates, Inc.
- ✓ Signed GameTime Color Selection Form
- ✓ Billing Address: _____

- ✓ Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____

- ✓ Shipping Address: _____

- ✓ Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____

- ✓ Tax Exempt Number & Certificate (or tax will be added): _____

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

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

If you have any questions please call:

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

GameTime Color Selection Sheet



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

Custom Colors:

Upright Metal Color: _____

Accent Metal Color: _____

Deck TuffClad Color: _____

Slide & Panel Plastic Color: _____

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

Tube Plastic Color: _____
 (Tube may be one-color or multi-color. Please list colors in order)

MegaRock or WallCano Rock Color: _____ Handhold Color: _____

Net Climber: _____

SunBlox Roof & Shade Color: _____

Play Palette: (Choose one from list below) _____

KidTime Play Palette: (circle one) Natural Primary Contemporary

Freestanding Play Events, Fitness, Site Furnishings, Shade:

Metals:		Plastics		1-Color Poly Panel (HPDE)	Timber Décor: Redwood or Cedar
Yellow	Butterscotch	Yellow	Red	Red Yellow Green	TuffClad Red Brown Blue Dark Green
Red	Burgundy	Purple	Blue	Blue Beige	
Purple	Blue	Teal	Green	2-Color Poly Panel Outside/Inside Color Red/Yellow Yellow/Red Green/Beige Blue/Beige	Net Climbers: Red Blue Green
Teal	Green	Brown	Beige		
Dark Green	Brown	Gray		Xscape Nets: Red Black	
Beige	Gray				
Metallic	Black				
White		Rock Colors Sandstone Granite		WallCano Handholds: Red Blue Green Beige	

SunBlox Roof & Shade Colors:

White Red Royal Blue Laguna Blue Navy Blue Turquoise Rain Forest Terra Cotta Arizona Silver
 Black Sunflower Yellow

Play Palettes:

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