



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
DNR210039

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

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

**DIVISION OF NATURAL RESOURCES
 VALLEY FALLS STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 6, BOX 244
 FAIRMONT, WV
 26554 363-3319**

DATE PRINTED 09/17/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/27/2009				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		
<p>PLAYGROUND EQUIPMENT VALLEY FALLS STATE PARK</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY. THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PROVIDE PLAYGROUND EQUIPMENT TO VALLEY FALLS STATE PARK.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 10/06/2009 AT 10 A AT THE PARK MAINTENANCE OFFICE INSIDE THE PARK IN FAIRMONT, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S</p>						

SERVICE SUPPLY LTD.
 SEP 24 2009
 IN BUSINESS FOR YOUR AND SAFETY

RECEIVED
 2009 OCT 26 AM 10:02
 WV PURCHASING DIVISION

SIGNATURE: *Jerry Groves* SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TITLE: **JERRY GROVES VICE PRESIDENT** TELEPHONE: **800-848-7556** DATE: **OCTOBER 23, 2009**

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, 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 Alcohol 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



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<p>FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/14/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jerry Groves</i>	TELEPHONE 800-848-7556	DATE OCTOBER 23, 2009
TITLE JERRY GROVES VICE PRESIDENT	FAX 31-1262459	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 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 MARION COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <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>						

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<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> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <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</p>						

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<p>MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION</p>						

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TITLE JERRY GROVES VICE PRESIDENT	FEIN 31-1262459	ADDRESS CHANGES TO BE NOTED ABOVE

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<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 YES</p> <p>NO. 2 </p> <p>NO. 3 </p> <p>NO. 4 </p> <p>NO. 5 </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Jerry Groves</i> SIGNATURE JERRY GROVES, VICE PRESIDENT SERVICE SUPPLY LTD, INC. COMPANY OCTOBER 23, 2009 DATE</p> <p>REV. 11/96</p>						

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CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: SERVICE SUPPLY LTD., INC.						
CONTRACTORS LICENSE NO.: WV013333						
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						

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<p>DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</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>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: DNR210039</p> <p>BID OPENING DATE: 10/27/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

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 ROUTE 6, BOX 244
 FAIRMONT, WV 26554 363-3319

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/17/2009				

BID OPENING DATE: **10/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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 DNR210039 ***** TOTAL:						\$31,376.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jerry Groves* TELEPHONE: **800-848-7556** DATE: **OCTOBER 23, 2009**
 TITLE: **JERRY GROVES VICE PRESIDENT** FERN: **31-1262459** ADDRESS CHANGES TO BE NOTED ABOVE

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

DNR210039 Valley Falls State Park

To supply and install playground equipment to offer play activities for children ages five (5) to twelve (12) at Valley Falls State Park, Fairmont, West Virginia. Playground equipment will be purchased for two separate areas in the park. 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 thirty (30) days of purchase order award.

Shelter Area # 1 Playground

Playworld custom playmaker or equal. The structure must include the following components:

- Five (5) Playworld 5 inch OD x 132 inch steel post with riveted cap, Item #ZZPM0026, or equal.
- Seven (7) Playworld 5 inch OD x 144 inch steel post with riveted cap, Item #ZZPM0036, or equal.
- One (1) Playworld square coated deck assembly, Item #ZZPM0616, or equal.
- Two (2) Playworld triangular coated deck assembly, Item #ZZPM0617, or equal.
- Two (2) Playworld 45 degree tri-deck, Item #ZZPM0639, or equal.
- One (1) Playworld transfer station for a minimum 48 inch deck, Item #ZZPM2027, or equal.
- One (1) Playworld approach step for transfer station, Item #ZZUN2019, or equal.
- Two (2) Playworld single post seat, Item #ZZPM4577, or equal.
- One (1) Playworld arch bridge, Item #ZZPM6635, or equal. Bridge must have a coated surface and must be a minimum of 10 feet in length.
- One (1) Playworld rock blocks climbing wall, or equal. Climbing wall must include the following components:
 - One (1) Playworld minimum 24 inch deck to deck climber, Item #ZZPM6190, or equal.
 - One (1) Playworld cliff hanger with a minimum 60 inch deck, Item #ZZPM6977, or equal.
 - One (1) Playworld rockblocks deck access support for a minimum 36 inch to 48 inch deck, Item #ZZUN0167, or equal.
 - One (1) Playworld rockblocks Z support for a minimum 84 inch wall, Item #ZZUN0177, or equal.
 - One (1) Playworld rockblocks kinked wall a minimum of 84 inches, Item #ZZUN8357, or equal.
 - One (1) Playworld rockblocks end wall a minimum of 84 inches, Item #ZZUN8369, or equal.
- Two (2) Playworld ground to ground babble-on, Item #ZZPM4467, or equal.
- One (1) Playworld access gate, Item #ZZPM4288, or equal.

DNR210039
Valley Falls State Park

- One (1) Playworld 6' horizontal loop ladder with access ladder, Item #ZZPM5780, or equal.
- One (1) Playworld overhead even access ladder for a minimum 36 inch deck, Item #ZZPM5970, or equal.
- One (1) Playworld minimum 24" deck to deck climber, Item #ZZPM6190, or equal.
- One (1) Playworld slither slide entry/exit, Item #ZZPM3136, or equal.
- Three (3) Playworld slither slide right section, Item #ZZUN3157, or equal.
- One (1) Playworld slither slide support leg a minimum 2'-6in, Item #ZZUN3176, or equal.
- One (1) Playworld playseat, Item #ZZPM4570, or equal.
- One (1) Playworld steering wheel (pipe wall mount), Item #ZZUN4300, or equal.
- One (1) Playworld centerline pipe wall barrier, Item #ZZPM4090, or equal.
- One (1) Playworld twist-n-shout slide with a minimum 48" deck, Item #ZZPM2727, or equal.
- One (1) Playworld cliff hanger with a minimum 60 inch deck, Item #ZZPM6977, or equal.
- One (1) Playworld rock climber, Item #ZZPM7439, or equal.

Playworld turbo tower, Item #ZZXX0399, or equal. Tower must accommodate nine (9) children ages six (6) to fourteen (14) at one time.

Playworld single post swing, Item #SWING-SP8, or equal. Swing must include a minimum of 5" OD posts and a minimum of a 3.5" OD top rail.

Playworld add a bay, Item #SWING-SP8ADD, or equal.

Playworld swing package including belt seat and vinyl coated chain, Item #0278, or equal.

Playworld swing package including infant seat with vinyl chain, Item #0280, or equal.

Playworld accessible swing seat for 8', Item #0244, or equal.

Installation of all the above referenced items for the Shelter Area #1 Playground. Prevailing heavy wage rates must be paid for Marion County, West Virginia

(<http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway09/allhh.pdf>.)

Installation must be complete within sixty (60) days of purchase order award.

DNR210039
Valley Falls State Park

All playground equipment 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.
- Compliance with Consumer Product Safety Improvement Act (CPSIA) Section 101 lead limits.

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 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 Valley Falls State Park. Color of equipment will be selected from manufacturer's standard colors.

DNR2100039
Valley Falls State Park

A mandatory pre-bid meeting will be held on October 6, 2009 at 10:00 am at the Park Maintenance Office located at Valley Falls State Park in Fairmont, WV. 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.

**Valley Falls 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	Item
1	Shelter Area #1 Playground - Playworld custom playmaker or equal. The structure must include the following components:	LANDSCAPE STRUCTURES, INC.	36009-1-1
	Five (5) Playworld 5 inch OD x 132 inch steel post with riveted cap, Item #ZZPM0026, or equal.	LANDSCAPE STRUCTURES, INC.	111404C
	Seven (7) Playworld 5 inch OD x 144 inch steel post with riveted cap, Item #ZZPM0036, or equal.	LANDSCAPE STRUCTURES, INC.	111404B
	One (1) Playworld square coated deck assembly, Item #ZZPM0616, or equal.	LANDSCAPE STRUCTURES, INC.	111228A
	Two (2) Playworld triangular coated deck assembly, Item #ZZPM0617, or equal.	LANDSCAPE STRUCTURES, INC.	111213A
	Two (2) Playworld 45 degree tri-deck, Item #ZZPM0639, or equal.	LANDSCAPE STRUCTURES, INC.	122197A
	One (1) Playworld transfer station for a minimum 48 inch deck, Item #ZZPM2027, or equal.	LANDSCAPE STRUCTURES, INC.	152911C
	One (1) Playworld approach step for transfer station, Item #ZZUN2019, or equal.	LANDSCAPE STRUCTURES, INC.	152911C
	Two (2) Playworld single post seat, Item #ZZPM4577, or equal.	LANDSCAPE STRUCTURES, INC.	166809A
	One (1) Playworld arch bridge, Item #ZZPM6635, or equal.	LANDSCAPE STRUCTURES, INC.	143677B

Valley Falls State Park
PLAYGROUND EQUIPMENT SHEET

Item No.	Equipment	Manufacturer	Item
	One (1) Playworld rock blocks climbing wall or equal. Climbing wall must include the following components:	LANDSCAPE STRUCTURES, INC.	153076A
	One (1) Playworld minimum 24 inch deck to deck climber, Item #ZZPM6190, or equal.	LANDSCAPE STRUCTURES, INC.	121948A
	One (1) Playworld cliff hanger with a minimum 60 inch deck, Item #ZZPM6977, or equal.	LANDSCAPE STRUCTURES, INC.	116249D
	One (1) Playworld rockblocks deck access support for a minimum 36 inch to 48 inch deck, Item #ZZUN0167, or equal.	LANDSCAPE STRUCTURES, INC.	150977A
	One (1) Playworld rockblocks Z support for a minimum 84 inch wall, Item #ZZUN0177, or equal.	LANDSCAPE STRUCTURES, INC.	150977A
	One (1) Playworld rockblocks kinked wall a minimum of 84 inches, Item #ZZUN8357, or equal.	LANDSCAPE STRUCTURES, INC.	150977A
	One (1) Playworld rockblocks end wall a minimum of 84 inches, Item #ZZUN8369, or equal.	LANDSCAPE STRUCTURES, INC.	150977A
	Two (2) Playworld ground to ground babble-on, Item #ZZPM4467, or equal.	LANDSCAPE STRUCTURES, INC.	111363A 111362A
	One (1) Playworld access gate, Item #ZZPM4288, or equal.	LANDSCAPE STRUCTURES, INC.	111467B
	One (1) Playworld 6' horizontal loop ladder with access ladder, Item #ZZPM5780, or equal.	LANDSCAPE STRUCTURES, INC.	111467B
	One (1) Playworld overhead even access ladder for a minimum 36 inch deck, Item #ZZPM5970, or equal.	LANDSCAPE STRUCTURES, INC.	116208A
	One (1) Playworld minimum 24" deck to deck climber, Item #ZZPM6190, or equal.	LANDSCAPE STRUCTURES, INC.	121949A

Valley Falls State Park
PLAYGROUND EQUIPMENT SHEET

Item No.	Equipment	Manufacturer	Item
	One (1) Playworld slither slide entry/exit, Item #ZZPM3136, or equal.	LANDSCAPE STRUCTURES, INC.	124863E
	Three (3) Playworld slither slide right section, Item #ZZUN3157, or equal.	LANDSCAPE STRUCTURES, INC.	124863E
	One (1) Playworld slither slide support leg a minimum 2'-6 in, Item #ZZUN3176, or equal.	LANDSCAPE STRUCTURES, INC.	123336A
	One (1) Playworld playseat, Item #ZZPM4570, or equal.	LANDSCAPE STRUCTURES, INC.	166809A
	One (1) Playworld steering wheel (pipe wall mount), Item #ZZUN4300, or equal.	LANDSCAPE STRUCTURES, INC.	116244B
	One (1) Playworld centerline pipe wall barrier, Item #ZZPM4090, or equal.	LANDSCAPE STRUCTURES, INC.	116244B
	One (1) Playworld twist-n-shout slide with a minimum 48" deck, Item #ZZPM2727, or equal.	LANDSCAPE STRUCTURES, INC.	123336A
	One (1) Playworld cliff hanger with a minimum 60 inch deck, Item #ZZPM6977, or equal.	LANDSCAPE STRUCTURES, INC.	116249D
	One (1) Playworld rock climber, Item #ZZPM7439, or equal.	LANDSCAPE STRUCTURES, INC.	153076A
2	Shelter Area #1 Playground - Playworld turbo tower, Item #ZZXX0399, or equal.	LANDSCAPE STRUCTURES, INC.	146813A
3	Shelter Area #1 Playground - Playworld single post swing, Item #SWING-SP8, or equal.	LANDSCAPE STRUCTURES, INC.	122837A
4	Shelter Area #1 Playground - Playworld add a bay, Item #SWING-SP8ADD, or equal.	LANDSCAPE STRUCTURES, INC.	122838A
5	Shelter Area #1 Playground - Playworld swing package including belt seat and vinyl coated chain, Item #0278, or equal.	LANDSCAPE STRUCTURES, INC.	122837A 122838A

Valley Falls State Park
PLAYGROUND EQUIPMENT SHEET

Item No.	Equipment	Manufacturer	Item
6	Shelter Area #1 Playground - Playworld swing package including infant seat with vinyl chain, Item #0280, or equal.	LANDSCAPE STRUCTURES, INC.	122838A
7	Shelter Area #1 Playground - Playworld accessible swing seat for 8', Item #0244, or equal.	LANDSCAPE STRUCTURES, INC.	122838A
8	Installation of all the above referenced items for the Shelter Area #1 Playground. Prevailing heavy wage rates must be paid for Marion County, West Virginia (http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway09/allhh.pdf .)	DYNAMIC INSTLALATION	STANDARD COMPLETE INSTALL

Valley Falls State Park Playground Equipment
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	Shelter Area #1 Playground - Playworld custom playmaker or equal	17,694.00	17,694.00
2	1	Shelter Area #1 Playground - Playworld turbo tower, Item #ZZXX0399, or equal.	2,142.00	2,142.00
3	2	Shelter Area #1 Playground - Playworld single post swing, Item #SWING-SP8, or equal.	914.00	1,828.00
4	1	Shelter Area #1 Playground - Playworld add a bay, Item #SWING-SP8ADD, or equal.	723.00	723.00
5	2	Shelter Area #1 Playground - Playworld swing package including belt seat and vinyl coated chain, Item #0278, or equal.	75.00	150.00
6	1	Shelter Area #1 Playground - Playworld swing package including infant seat with vinyl chain, Item #0280, or equal.	195.00	195.00
7	1	Shelter Area #1 Playground - Playworld accessible swing seat for 8', Item #0244, or equal.	440.00	440.00
8	1	Shelter Area #1 Playground - Installation of all the above referenced items for the Shelter Area #1 Playground. Prevailing heavy wage rates must be paid for Marion County, West Virginia (http://www.wvsos.com/adlaw/wagerates/heavyhighway/heavyhighway09/allhh.pdf .)	8,204.00	8,204.00
		TOTAL		31,376.00



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
DNR210039

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 804-558-2596

*709022058 800-848-7556

VENDOR

SERVICE SUPPLY LTD
 1524 SOUTH HAMILTON RD
 COLUMBUS OH 43227

SHIP TO

DIVISION OF NATURAL RESOURCES
 VALLEY FALLS STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 6, BOX 244
 FAIRMONT, WV 26554 363-3319

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/20/2009				

BID OPENING DATE: 10/27/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST AND						
2.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE REQUEST FOR QUOTATION.						
BID OPENING DATE REMAINS: 10/27/2009						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		650-38		
PLAYGROUND EQUIPMENT VALLEY FALLS STATE PARK						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800-848-7556	OCTOBER 23, 2009
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
JERRY GROVES VICE PRESIDENT	31-1262459	

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

DNR210039
Valley Falls State Park
Playground Equipment
Addendum Number One
Vendor Questions

QUESTION:

Are there one or two area in the rfp (rfq)?

RESPONSE:

One playground at Shelter Area #1.

QUESTION:

Are there suppose to be two benches in the price sheet?

RESPONSE:

No benches are included in the specifications.

QUESTION:

Will there be a mandatory pre-bid meeting for this rfp (rfq)?

RESPONSE:

Yes. The mandatory pre-bid was held on October 6, 2009, at 10:00 a.m.

QUESTION:

Is playground #2 eliminated?

RESPONSE:

Yes. The specifications include only one playground for Shelter Area #1.

QUESTION:

Will we hit rock when setting post?

**DNR210039
Valley Falls State Park
Playground Equipment
Addendum Number One
Vendor Questions**

RESPONSE:

Yes, probably but it should not be a major problem. After the pre-bid, the Superintendent took attendees to look at the site and none of them thought it would be a problem.

**ADDITIONAL INFORMATION PROVIDED TO VENDORS AT THE
MANDATORY PRE-BID**

The Superintendent advised all three vendors not to bid on fiber underlayment and manufactured bedding, border or 2 benches with Valley Falls on benches. Installation will be included in the bid. The site will be level and ready for installation. This will be done by the park staff.

RECEIVED

OCT 15 2009

Page of

SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

DNR Procurement Office Date: 10/6/09

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>PLAYGROUND SPECIALISTS</u>	<u>1352 N SEVEN AVE</u>	<u>Edinburg TX 78541</u>
Rep: <u>STEVEN SWER</u>		PHONE <u>301/271-9234</u>
Email Address: <u>Steve@PlaySpec.com</u>		TOLL FREE <u>800/385-0075</u>
		FAX <u>301/271-9239</u>
Company: <u>Veritas Contracting</u>	<u>1293 Suite I</u>	PHONE <u>304-598-2285</u>
Rep: <u>Ron Joseph</u>	<u>Provision Dr Morganstown W</u>	TOLL FREE
Email Address: <u>Veritascontract@aol.com</u>		FAX <u>304-598-2287</u>
Company: <u>Service Supply</u>	<u>997 Sunset Terr</u>	PHONE <u>304-743-5260</u>
Rep: <u>Pam Melton</u>	<u>Milton WV 25541</u>	TOLL FREE
Email Address: <u>playgroundpam@yahoo.com</u>		FAX <u>304-743-3250</u>
Company:		PHONE
Rep:		TOLL
Email Address:		FREE
		FAX
Company:		PHONE
Rep:		TOLL
Email Address:		FREE
		FAX


In order as they arrived

10-6-09 at 10 AM.

P5

playground Specialists Inc.
Recreation Design & Installation, Site Amenities, and Safety Surfacing

Tammy Wood
Sales Representative
Office 800.385.0075
Cell 240.674.0802
Fax 301.271.9238
tammy@playspec.com
17352 N Selon Avenue
Emmitsburg, MD 21727
www.playspec.com



VERITAS CONTRACTING

Ron Joseph, Superintendent

P.O. BOX 1395 • MORGANTOWN, WV 26507-1395
TELEPHONE: 304-598-2285 • CELL: 304-826-7072
FAX: 304-598-2287

Pam Melton
playgrounds - bleachers - site amenities

playgroundpam@ychoo.com

Service Supply Ltd., Inc.
home office 614.861.3681

ph 304.743.5260
fax 304.743.3250
cell 304.593.0597

**LANDSCAPE
STRUCTURES INC**

This Certificate Approves

Dynamic Installations, Inc.

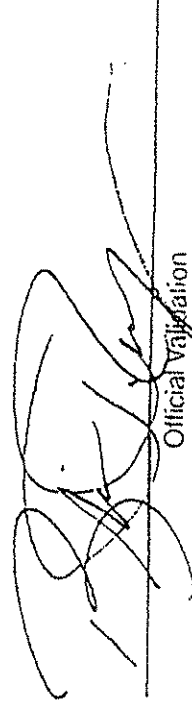
As having met the high standards necessary to become a

Certified Installer

of equipment provided by Landscape Structures Inc.

6-1-98

Date



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 stripers, 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 7th 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.

8-Year Limited Warranty for CoolToppers® fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration. This warranty is limited to the design loads as stated in the specifications found in the technical information.

5-Year Limited Warranty for Corocord cables on Spacenet climbers against natural deterioration or manufacturing defects. 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: 06/04/09

Page: 2

Date: 07-06-09

Project Title: VALLEY FALLS STATE PARK Quote No: 36009-1-

1

Style: Playbooster

Posts: Aluminum

Bury Type: Direct Bury

1 116208A END VERT LADDER FOR RING BRIDGE

Weight & Cost of Playstructure Items
Concrete: 41.80 cu-ft, Footings: 25
Labor: 38.25 Man-Hours

INDEPENDENT COMPONENTS

PLAYTHINGS

1 150977A CASCADE CLIMBER 4 PNLS DB ONLY

1 146813A SKY RAIL CLIMBER, DB ONLY

INDEPENDENT SWINGS

1 122837A SGL POST SWING UNCOATED

Two Belt Seats.

1 122838A SGL. POST (ADDTL.2 PLC)-UNCOATED

One Full Bucket Seat. One Molded Seat.

TENDERTUFF COATED BENCH

2 141683A 72 TENDERTUFF BENCH W/BACK D.B.

Weight & Cost of Independent Items
Concrete: 42.50 cu-ft, Footings: 15
Labor: 18.00 Man-Hours

Weight & Cost of Equipment

Estimated requirements for Equipment.

Concrete: 84.30 cu-ft, Footings: 40

Labor: 56.25 Man-Hours

Total Safety Zone Square Footage = 2348 sq ft

Estimated Man-Hours do not include site preparation.

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.

Signed _____ Date _____

Material Specifications

Quote: 36009-1-1.QSD

10/21/2009

General Specifications: Material: All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield finish, TenderTuff coating, etc. Colors shall be specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch-type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

TenderTuff Coating: Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV-stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer hardness and have a matte finish. Four standard colors are available (brown only for HealthBeat). Not applicable for Evos.

ProShield Finish: All metal components with ProShield finish shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer is applied. The parts are allowed to cool and then pass through a second set of automatic powder spray guns. A minimum .004" of architectural-grade Super-Durable polyester TGIC powder is applied. The parts are oven-cured at 400 degrees F metal temperature for 10-minutes. The average ProShield film thickness is .006".

ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

- Hardness (D3363) rating 2H
- Impact (D2794) rating minimum 80 inch-pounds
- Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 7 or greater
- UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention
- Adhesion (D3359, Method B) rating 5B

The Paint Line shall employ a "checkered" adhesion test daily.

Eighteen standard colors are available.

Decks: All Tenderdecks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Tenderdecks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-569. The sheet shall be perforated then flanged formed and reinforced as necessary to ensure structural integrity. The unit shall then be TenderTuff-coated brown only. Tenderdecks shall be designed

so that all sides are flush with the outside edge of the supporting posts.
Not applicable for Evos, Weevos or HealthBeat.

Rotationally Molded Polyethylene Parts: These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV-stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" (5/16"). Five standard colors are available (Black only for HealthBeat).

Permalene Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Five standard solid colors are available. Some Permalene parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of a contrasting color. Eight standard two-color options are available.
Not applicable for Evos or HealthBeat.

Footings: Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. Other types of anchoring are available upon request.

Hardware Packages: All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number, and work order number.

Installation Documentation: All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

Packaging: PlayBooster posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink-wrapped to skids (pallets) to ensure secure shipping.

Maintenance Kit: An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate

color touch-up paint, sandpaper, appropriate color touch-up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.

(PB) General Specifications: Posts: Post length shall vary depending upon the intended use and shall be a minimum of 42" above the deck height. All posts shall be powdercoated to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line required for correct installation and the top of the loose fill protective surfacing. Top caps for posts shall be aluminum die cast from 369.1 alloy and powdercoated to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area.

Steel Posts: All steel PlayBooster posts are manufactured from 5" O.D. tubing with a wall thickness of .120" and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.

Steel Post Mechanical Properties:

Yield Strength (min): 50,000 PSI
Tensile Strength (min): 55,000 PSI
% Elongation in 2 inches: 25
Modulus of Elasticity: 29.5 x 1,000,000 PSI

Aluminum Posts: All aluminum PlayBooster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness.

Aluminum Post Mechanical Properties:

Yield Strength (min): 35,000 PSI
Tensile Strength (min): 38,000 PSI
% Elongation in 2 inches: 10
Modulus of Elasticity: 10 x 1,000,000 PSI

Arch Posts: Aluminum arch posts shall be manufactured from 6005-T5 alloy. The arch shall be formed to a 21" center line radius to complement the 42" center to center module. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to manufacture the arch. Each arch shall be designed to provide a minimum of 90 1/2" clear span from the deck to the inside of the arch at the radius peak. Arches shall be powdercoated to a specified color.

Clamps: All clamps, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

Ultimate Tensile: 47,000 PSI
Yield Strength: 28,000 PSI
Elongation: 7% in 2 inches
Shear Strength: 29,000 PSI
Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless steel (SST) recessed "T" nuts. A 1/4"

aluminum drive rivet w/stainless steel pin is used to ensure a secure fit to the post.

PlayBooster clamps have three functional applications and shall be named as follows:

- 1.) Offset hanger clamp assembly.
- 2.) Deck hanger clamp assembly.
- 3.) Hanger clamp assembly.

Material Specifications:

111404B

Posts For Decks 140"/64" Deck

Post: See PlayBooster (PB) General Specifications.

111404C

Posts For Decks 132"/56" Deck

Post: See PlayBooster (PB) General Specifications.

111404D

Posts For Decks 124"/48" Deck

Post: See PlayBooster (PB) General Specifications.

152911C

Transfer Modules, Brown Deck Only To 48" Deck, Curved, Right or Left Step

Deck: Flange formed from 12 GA (.105") sheet steel conforming to ASTM A569. Standing surface is perforated with 5/16" diameter holes and measures 29" per (2) sides. Finish: TenderTuff, brown in color.

Step Sections/Top Step Section: Formed from 12 GA (.105") sheet steel conforming to ASTM A569. Standing surface is 24 3/8" wide x 14" deep and is perforated with 5/16" diameter holes. Finish: TenderTuff, brown in color.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: Powdercoat, color specified.

Panels: Solid color Permalene, color specified.

Deck Support: Weldment comprised of 3 1/2" O.D. RS-20 (.125") galvanized steel tubing and 3/8" O.D. x 5" long CRS rod. Finish: Powdercoat, brown in color.

Step Support: Weldment comprised of 1.660" O.D. RS-20 (.080" - .095") and 1 3/4" x 1 3/4" x 1/8" HR angle. Finish: Powdercoat, brown in color.

Clamps: Cast aluminum. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Railings: Weldment comprised of 1.125" O.D. x 11 GA. (.120") steel tubing with 203 or 303 stainless steel 3/8" threaded inserts. Finish: TenderTuff, color specified.

121948A

Kick Plate 8" Rise

Kick Plate: Fabricated from 11 GA (.120") HR flat steel. Finish: TenderTuff, brown in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

121949A

Kick Plate 8" Rise, 90* Tri-Deck

Kick Plate: Fabricated from 11 GA (.120") HR flat steel. Finish: TenderTuff, brown in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

111228A

Decks Square Tenderdeck, Brown Only

Square Deck: Flange formed from 12 GA (.105") sheet steel conforming to ASTM A569. Standing surface is perforated with 5/16" diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 47" x 47". Finish: TenderTuff, brown in color.

Deck Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see

specific product installation/specifications).

111231A

Decks Triangular Tenderdeck, Brown Only

Triangular Deck: Flange formed from 12 GA (.105") sheet steel conforming to ASTM A569. Standing surface is perforated with 5/16" diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 37 3/4". Finish: TenderTuff, brown in color.

Deck Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

122197A

Decks 90* Triangular Tenderdeck

Triangular Deck: Flange formed from 12 GA (.105") sheet steel conforming to ASTM A569. Standing surface is perforated with 5/16" diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 37 3/4". Finish: TenderTuff, brown in color.

Deck Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

127953A

Handhold Panels 2 Panels

Handhold Panel: Solid color Permalene, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: Powdercoat, color specified.

Clamps: Cast aluminum. Finish: Powdercoat, color specified.

116244B

Pipe Barrier w/Wheel

Pipe Barrier: Weldment comprised of 5/8" solid steel vertical rails, 1 1/8" O.D. x 11 GA (.120") steel horizontal rails with 203 or 303 stainless steel welded

inserts with 5/8" internal threads, 1 1/2" x 1 1/2" x 29 1/2" angle iron. Barrier measures 33 7/8" wide x 39 13/16" high. Finish: TenderTuff, color specified.

90o Bracket: Formed from 1/4" x 1 1/4" HRPO flat steel. Finish: Powdercoat, color specified.

Wheel: 12" diameter cast 319.1 aluminum alloy. Shaft-303 stainless steel. Finish: TenderTuff, color specified.

Wheel Clamp: Formed from 3/16" x 2" HRPO zinc-plated. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Offset Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

123336A

Double Wave Poly Slide 48" - 56" Deck

Slide: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Hood: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Rail: Extruded from 1.125" O.D. x .312" W. 6061-T6 aluminum. Finish: Powdercoat, color specified.

Rail Spacer: Fabricated from 1.3125" O.D. x 16 GA (.065") steel tubing. Finish: Powdercoat, color specified.

Mid-Support: Weldment comprised of 1.660" O.D. RS-20 (.085" - .095") galvanized steel tubing and 1/4" x 3" zinc plated flat steel. Finish: Powdercoat, color specified.

Exit Support: Weldment comprised of 2.375" O.D. RS-20 (.095" - .105") galvanized steel tubing and 1/4" x 3" mounting plate. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Offset Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: Powdercoat, color specified.

Spacer: Solid color Permalene, color specified.

124863E

SlideWinder2 64" Deck

Slide Sections: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Rail: 1 1/8" O.D. 6061-T6 aluminum extrusion with 5/16" walls. Finish: Powdercoat, color specified.

Mid-Support: Weldment comprised of 1.900" O.D. RS-20 (.090" - .100") galvanized steel tubing and 3/16" x 1 1/4" zinc plated steel strap. Finish: Powdercoat, color specified.

Support Base (SM): Weldment comprised of 1.660" O.D. RS-20 (.085" - .095") galvanized steel tubing and 1/4" x 3" x 8" mounting plate. Finish: Powdercoat, color specified.

Exit Footer: Weldment comprised of 2.375" O.D. RS-20 (.095" - .105") galvanized steel tubing and 1/4" x 3" x 7 1/2" mounting plate. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Offset Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

143677B

Arch Bridges 123" Module, Brown Only, w/Barrier, Max. 72" Decks

Barrier: Weldment comprised of 1.029" O.D. RS-20 (.070" - .080") galvanized steel vertical rungs and 1.900" O.D. RS-20 (.090" - .100") galvanized steel rails. Finish: Powdercoat, color specified.

Arch Bridge Deck: Weldment comprised of 12 GA (.105") sheet steel conforming to ASTM A569 and 3/16" HR flat steel. Standing surface is perforated with 1/4" diameter holes. Finish: TenderTuff, brown in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Offset Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

153076A

Mini Summit Climber, 40" and 48" Decks, (40" Available for Direct Bury Only)

Summit Climber: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Handhold Panel: Solid color Permalene, color specified.

Support: Weldment comprised of 2.375" O.D. RS-20 (.095" - .105") galvanized steel tubing and 1/4" x 3" mounting plate. Finish: Powdercoat, color specified.

Clamps: Cast aluminum. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

116249D

Vertical Ladders, Deck To Ground Vertical Ladder, 64" - 72" Deck

Vertical Ladder: Weldment comprised of 1.125" O.D. x 11 GA (.120") steel tubing, 1.029" O.D. RS-20 (.070" - .080") and 3/16" x 2" wide steel flat plates. Finish: TenderTuff, color specified.

Footer: Fabricated from 1.315" O.D. RS-20 (.080" - .090") galvanized steel tubing. Finish: Powdercoat, color specified.

Handhold Panel: Solid color Permalene, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Offset Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

116247B

Permalene Panel Vertical Ladders, Deck To Deck Or Deck To Ground 32" Deck Difference

HandholdPanel/Vertical Ladder: Solid color Permalene, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" O.D. x 1 11/16". Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Offset Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

166809A

E-POD

E-Pod Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Pod Casting: Fabricated from sand cast alloy 356 in accordance with ASTM B26. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

111363A

Talk Tubes, Deck Mount, No Posts Ground Level, One Only

Talk Tube: Weldment comprised of 1.660" O.D. RS-20 (.085" - .095") and 3/16" HRPO bracket. Finish: Powdercoat, color specified.

Talk Tube Cover: Solid color Permalene, Tan in color.

Bug Screen: 18 x 16 Weave .011 Ga. charcoal fiberglass screen.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Offset Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

111362A

Talk Tube Tubing Kit

Talk Tube Hose: Made from HDPE conduit, grey in color.

Hose Clamp: Band and housing made from 300 series stainless steel. Slotted screw with hex head and safety collar is cadmium-plated carbon steel.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

111467B

Ring Bridge w/ (2) 2" Crossovers, Max. 32" Decks, Brown Rings Only

Beam: Weldment comprised of 2.375" O.D. RS-40 (.130" - .140") galvanized steel tubing, and 1/4" HRPO flat steel. Housing for double clevis are 1 1/4" O.D. x .312" wall steel tubing. SAE 841 dry bronze bushings are pressed into housing at factory. Finish: Powdercoat, color specified.

"D" Ring: Cast from 333 aluminum alloy with a cast in place 360 brass alloy bushing. Finish: TenderTuff, brown in color.

Chain Assembly: 5/16" Low carbon steel straight link galvanized chain, with bolt link made from grade 316 stainless steel. Finish: TenderTuff-coated, brown in color.

Double Clevis: Stainless Steel

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Half Clamp: Cast aluminum. Finish: Powdercoat, color specified.

116208A

End Vertical Ladders Alum., 132" Posts, (for use w/Ring Bridges)

Vertical Ladder: Weldment comprised of formed 1.125" O.D. x 11 GA (.120") black steel tubing with 203 or 303 stainless steel 5/8" threaded inserts and 1.029" O.D. RS-20 (.070" - .080") galvanized steel tubing. Finish: TenderTuff, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Post: See PlayBooster (PB) General Specifications.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: Powdercoat, color specified.

150977A

Cascade Climbers 4-Panels, (Available for Direct Bury Only)

Panels: Solid color Permalene, color specified.

Support Pipe: Weldment comprised of 2.375" O.D. RS40 (.130"-.140" wall) galvanized steel tube, 1/4" x 1 1/4" HR flat steel and 12 Ga. (.105") sheet HRPO steel. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see

specific product installation/specifications).

146813A

Sky Rail, (Available for Direct Bury Only) -

Sky Rail: Weldment comprised of 1.900" O.D. RS-20 (.090" - .100") galvanized steel tubing per ASTM A500 and 1.029" O.D. RS-20 (.070" - .080") galvanized steel tubing per ASTM A500. Finish: Powdercoat, color specified.

Coupling: ANSI 535.0 (Almag 35). Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

122837A

Single Post Swings 2-Place, Uncoated Chain

Post: See PlayBooster (PB) General Specifications.

Beam: Weldment comprised of 2.375" O.D. RS-40 (.130" - .140") galvanized steel tubing, 3" wide zinc-plated steel clamps and 1 1/4" housings w/bronze bushings. Finish: Powdercoat, color specified.

Half Clamp: Cast aluminum. Finish: Powdercoat, color specified.

Chain Spacer: Made from white nylon measuring .080" x .785" O.D..

Chain: Steel 3/16" straight link chain, 800 lb. working load limit. Finish: Hot galvanized.

Belt Seat: Molded from UV stabilized black EPDM rubber encapsulating a weldment comprised of a 22 GA (.029") spring stainless steel sheet and (4) .105 thick stainless steel washers. The belt seat elliptical shape measures 7" wide x 26" long x .700" thick.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

122838A

Single Post Swings Additional 2-Place Bay, Uncoated Chain

Post: See PlayBooster (PB) General Specifications.

Beam: Weldment comprised of 2.375" O.D. RS-40 (.130" - .140") galvanized steel tubing, 3" wide zinc-plated steel clamps and 1 1/4" housings w/bronze bushings. Finish: Powdercoat, color specified.

Half Clamp: Cast aluminum. Finish: Powdercoat, color specified.

Chain Spacer: Made from white nylon measuring .080" x .785" O.D..

Chain: Steel 3/16" straight link chain, 800 lb. working load limit. Finish: Hot galvanized.

Belt Seat: Molded from UV stabilized black EPDM rubber encapsulating a weldment comprised of a 22 GA (.029") spring stainless steel sheet and (4) .105 thick stainless steel washers. The belt seat elliptical shape measures 7" wide x 26" long x .700" thick.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

141683A

TenderTuff-coated Benches 72", TenderTuff-coated Steel, w/Back, Direct Bury

Seat Planks: Fabricated from formed 11 GA (.120") HRPO sheet steel perforated, planks measure 10 3/4" wide x 72" long and 10 3/4" wide x 92" long with 5/16" diameter holes on surface. Finish: TenderTuff, color specified.

Back Plank: Fabricated from formed 11 GA (.120") HRPO sheet steel perforated, plank measures 6 3/4" wide x 72" long and 6 3/4" wide x 92" long with 5/16" diameter holes on surface. Finish: TenderTuff, color specified.

Leg: Weldment comprised of 2.375" O.D. RS-40 (.130" - .140") galvanized steel tubing and 3/8" x 4" HR steel straps. Finish: Powdercoat, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Warranty: You have our word.

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 Acknowledgement of Order and will be free of defects in manufacturing and material. Seller further warrants:

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. TenderTuffR-coating against structural failure due to natural deterioration or manufacturing defects. (Except Wiggle Ladders, Chain Ladders and Swing Chain). TuffTurfR against material or manufacturing defects when

properly installed. CorocordR cable on Spacenet climbers against breakage.

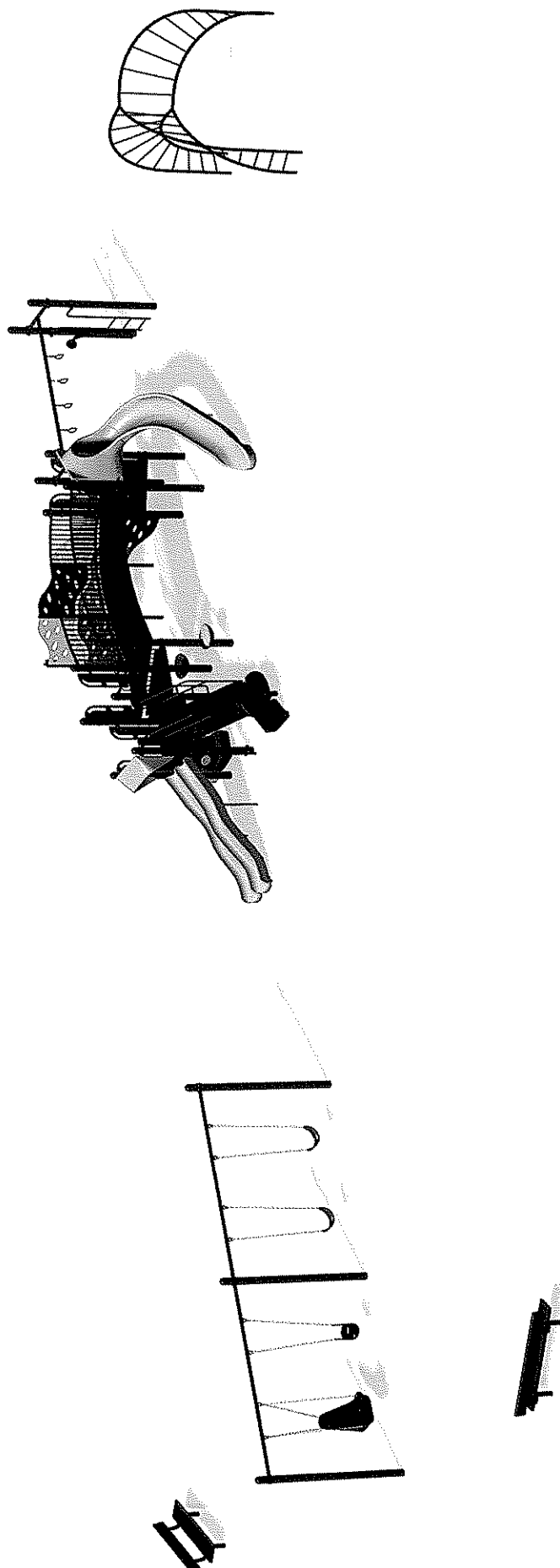
10-Year Limited Warranty for all CoolToppersR structural steel frames and Mobius climbers against structural failure due to natural deterioration or manufacturing defects.



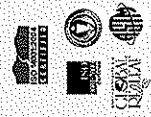

5-Year Limited Warranty for Corocord cables on Spacenet climbers and CoolToppersR fabric against natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications found in the technical information. The Natural ElementsTM climbers exterior GFRC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

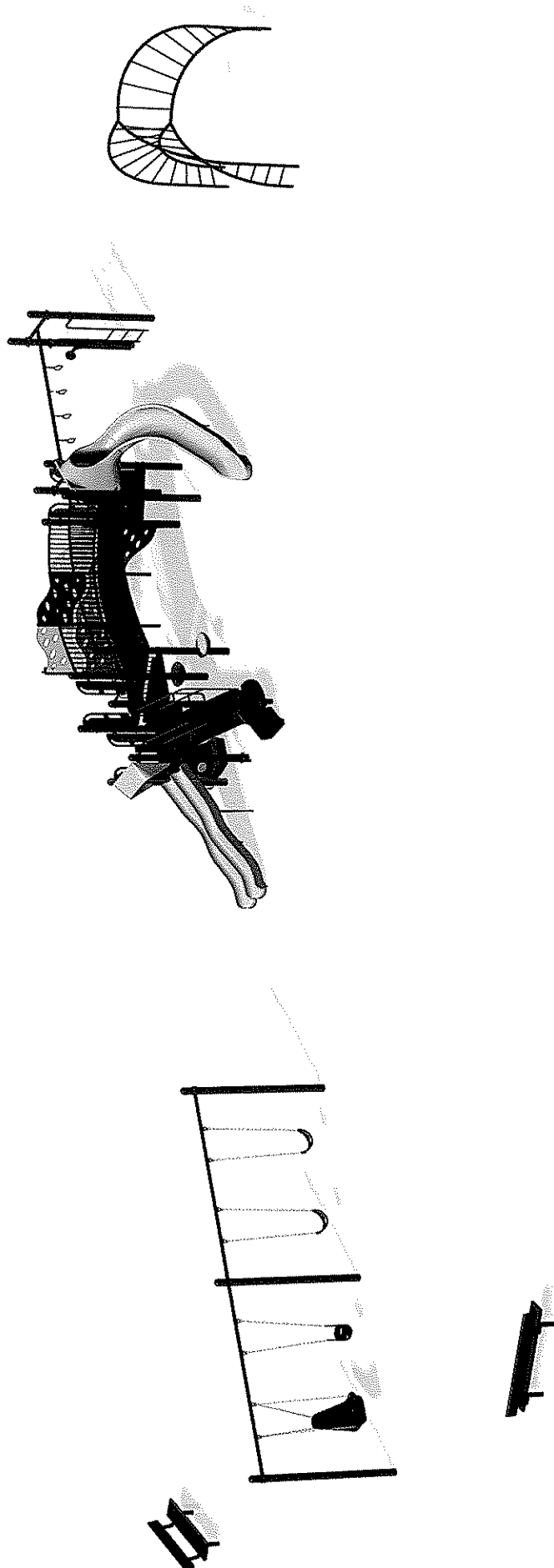
3-Year Limited Warranty for all other parts, ie: CableCoreTM products, Swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway FunTM, PVC belting material, HealthBeat hydraulic cylinders, Seesaws,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



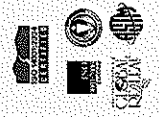

This warranty does not include any cosmetic issues or wear and tear from normal use.

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. For a full text of the warranty, contact your local sales representative.



 SERVICE SUPPLY LTD. INC.		  	
VALLEY FALLS STATE PARK		7/6/2009 9	
FAIRMONT, WV	17436009-1-1		



 SERVICE / APPLY LTD. INC.						 landscape structures	
		VALLEY FALLS STATE PARK		FAIRMONT, WV		7/6/2009 9	
		17436009-1-1					



The play components identified on this drawing are designed to meet or exceed the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR USE BY CHILDREN UNDER THE AGE OF 12.

IF THE APPROVED DRAWING IS TO BE USED FOR CONSTRUCTION, THE ADJ. ACCESSIBILITY GUIDELINES (AGAG), SUPPLEMENT TO THE ADA, SHALL BE OBSERVED OR SUPERSEDED BY THE LATEST USE ZONE.

THIS CONCEPTUAL PLAN HAS BEEN BASED ON INFORMATION AVAILABLE TO US FROM THE CLIENT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED. WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS PLAN. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

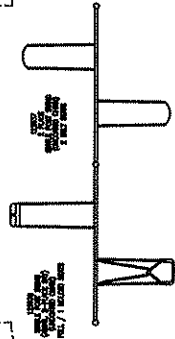
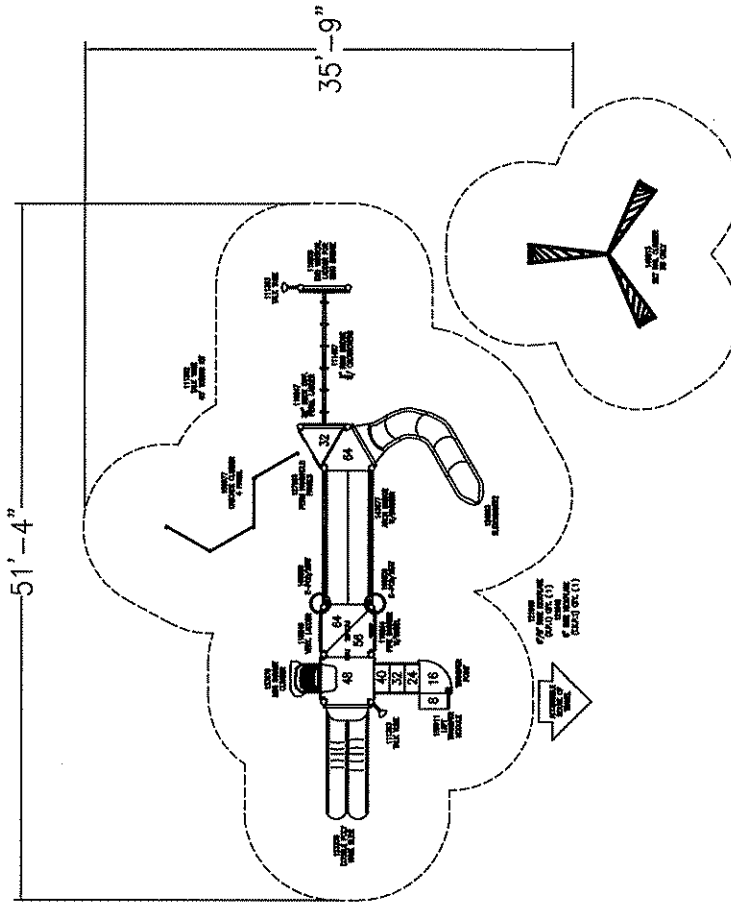
PLEASE ADVISE ALL DIMENSIONS OF PLAY EQUIPMENT TO BE USED IN THIS PLAN. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DESIGNED BY:

CSW

COMPANY: 7-6-20
LANDSCAPE STRUCTURES, INC.
801 W. BROAD ST., FAIRMONT, WV
PH: 1-800-362-6227 FAX: 1-708-672-6987

Date	Previous Drawing #	Notes



TOTAL ELEVATED PLAY COMPONENTS	8	0	REQUIRED
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	0	REQUIRED
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	4	REQUIRED
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	8	8	REQUIRED
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	4	REQUIRED

SCALE IN FEET:



VALLEY FALLS
STATE PARK
FAIRMONT, WV

SERVICE
SUPPLY
DONNA HETZNER

SYSTEM TYPE
PLAYBOOSTER
DRAWING #:
36009-1-1



landscape structures



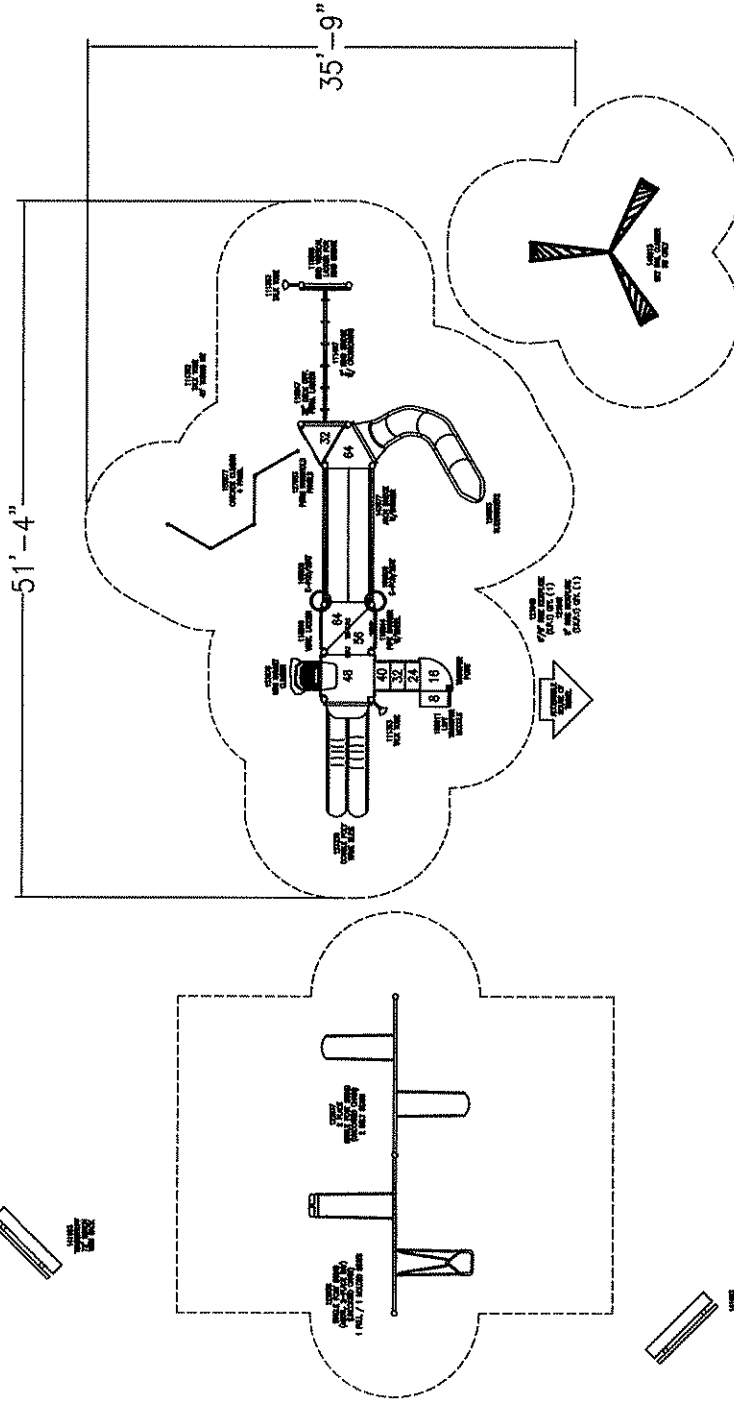
The play components Manufactured on this drawing are made of high quality materials and are designed to meet or exceed the requirements of ASTM F1487.

THIS PLAY AREA IS DESIGNED IN ACCORDANCE WITH THE ADA ACCESSIBILITY GUIDELINES (AG) FOR PUBLIC USES OF LEISURE AND RECREATION. IT IS THE USER'S RESPONSIBILITY TO VERIFY THAT THE PLAY AREA DOES COMPLY WITH THE ADA ACCESSIBILITY GUIDELINES (AG), AND TO OBTAIN NECESSARY PERMITS OR APPROVALS FROM THE LOCAL HEALTH DEPARTMENT OR OTHER AGENCIES WITHIN THE SERVICE USE ZONE.

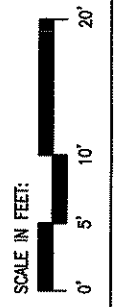
THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US FROM THE CLIENT. WE HAVE CONDUCTED VISUAL VERIFICATION OF THE EXISTING UTILITIES, SOIL CONDITIONS, AND SURFACE CONDITIONS. WE HAVE NOT CONDUCTED A FULL SURVEY OF THE SITE. WE HAVE ASSUMED THAT ALL UTILITIES, EXISTING AND PROPOSED, ARE SHOWN ON THE SITE PLAN. WE HAVE NOT CONDUCTED A GEOTECHNICAL SURVEY OF THE SITE. WE HAVE ASSUMED THAT THE SOILS ARE OF AVERAGE QUALITY. WE HAVE ASSUMED THAT THE PLAY AREA IS TO BE CONSTRUCTED ON A LEVEL SURFACE. WE HAVE ASSUMED THAT THE PLAY AREA IS TO BE CONSTRUCTED ON A LEVEL SURFACE.

DESIGNED BY:
GJM
LANDSCAPE STRUCTURES, INC.
1000 W. 10TH STREET, SUITE 100
FAIRMONT, WV 26033
PH: 1-800-369-4227 FAX: 1-708-472-0811

Date	Revision	Drawings #	Scale



TOTAL ELEVATED PLAY COMPONENTS	8	0	REQUIRED
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	0	REQUIRED
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	4	REQUIRED
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	8	8	REQUIRED
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	4	REQUIRED



SYSTEM TYPE:
PLAYBOOSTER

SERVICE SUPPLY:
DONNA HETZNER

DRAWING #:
36009-1-1

VALLEY FALLS
STATE PARK
FAIRMONT, WV



Agency P21
REQ.P.O# DNR210039

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Service Supply Ltd., Inc.
of 1524 S Hamilton Rd, Columbus OH 43227, as Principal, and International Fidelity
Insurance Co of Newark, NJ, a corporation organized and existing under the laws of the State of
New Jersey with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent 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 for Valley Falls 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 Oblige 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

27th day of October, 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

International Fidelity Insurance 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.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

EDWARD M. SCHINNERER, JR., DONNA ELIZABETH FITZPATRICK, HELEN M. BICKEL,
BRYAN LEE FORMSMA, WENDA L. DENISON, TAMARA J. MOHR, MALISSA JUNE DOOD,
JESSICA ANN BARNABY

Caledonia, MI.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



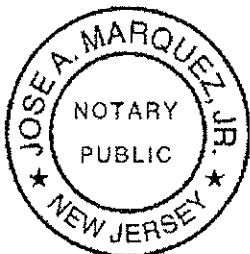
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of October, 2009

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

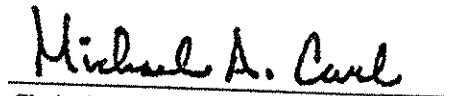
Date Issued

JANUARY 24, 2009

Expiration Date

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

JANUARY 10, 2009	JANUARY 10, 2010
------------------	------------------



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
Bodily Injury by Disease:	\$500,000	Policy Limit
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

Marsha 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.

[Home](#) [About Us](#) [Ohio Employers](#) [Medical Providers](#) [BWC Library](#) [Contact Us](#)



Ohio Bureau of Workers' Compensation

Governor: Ted Strickland
Administrator/CEO Marsha P. Ryan

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Ohio Employers

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- Claim Info »
- Claim Payment »
- Claim Reference Info »
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- Employer Services »
- Quick Pay
- Safety Services »
- Self-Insured »
- Forms
- Section Map

Live support available
Monday through Friday
7:30 a.m. - 5:30 p.m.
[Click here to get help!](#)

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 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

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



ohiobwc.com

Masha 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

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

Focus on Ohio Employers

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

Live Support available
Monday through Friday
7:30 am - 5:30 pm
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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 Reading

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	GENERAL LIABILITY <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 - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <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) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	2088184453	12/10/2008	12/10/2009	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER 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

Donna 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2009

PRODUCER
Aon Risk Services Central, Inc.
Minneapolis MN Office
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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		

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

COVERAGES

SIR applies per terms and conditions of the policy

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.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <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	PMIG23860971002 GL & Products Liability	06/01/2009	06/01/2010	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
		AUTOMOBILE LIABILITY <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)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$10,000	BE1058477	06/01/2009	06/01/2010	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N 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	
		OTHER					

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.

ACORD 25 (2009/01)

Holder Identifier :

Certificate No. : 570034779361

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID PL DYNAINS	DATE (MM/DD/YYYY) 05/07/09
PRODUCER 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.	
INSURED Dynamic Installations, Inc. Anthony Shadwick P.O. Box 349 Carroll OH 43112		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Frankenmuth Mutual Insurance	013986
		INSURER B: Nautilus Insurance Company	
		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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	BN897495	04/10/09	04/10/10	EACH OCCURRENCE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		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	BA 3029468	05/11/09	05/11/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

<p style="text-align: center;">SERVICES</p> <p>Service Supply Limited 1524 S. Hamilton Road Columbus OH 43242</p>	<p>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.</p> <p>AUTHORIZED REPRESENTATIVE David C. Kotary</p>
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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.**

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

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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 (C) of (D) , (E) ,
 as Principal, and (F) of (G) ,
 (H) , a corporation organized and existing under the laws
 of the State of (I) with its principal office in the City of
 (J) , as Surety, are held and firmly bound unto The State
 of West Virginia, as 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	<u> (Q) </u>
	(Name of Principal)
(R)	By <u> (S) </u>
	(Must be President or Vice President)
	<u> (T) </u>
	Title
(U)	<u> (V) </u>
Surety Corporate Seal	(Name of Surety)
	<u> (W) </u>
	Attorney-in-Fact

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,
2. I do hereby attest that SERVICE SUPPLY LTD., INC.

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: [Signature]

Title: JERRY GROVES, VICE PRESIDENT

Date: OCTOBER 23, 2009

Taken, subscribed and sworn to before me this 23RD day of OCTOBER 2009.

By Commission expires DECEMBER 25, 2012

(Seal) CONSTANCE S. TRIPLETT
Notary Public, State of Ohio
My Commission Expires 12-25-2012
[Signature]
(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.

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: 
JERRY GROVES, VICE PRESIDENT

Date: OCTOBER 23, 2009