

**Proposal  
PlayPower LT Farmington, Inc.**

PO Box 204713  
Dallas, TX 75320-4713

Phone: (713) 939-9888 \* Fax: (713) 939-0304  
1-800-842-9888

PROPOSAL SUBMITTED TO: City Of Texas City		PHONE: 409-682-6946 FAX:	DATE: 2/3/2021
STREET: 2010 5th Ave. N.		PROJECT NAME: Danforth Park - Texas City	
CITY, STATE AND ZIP CODE: Texas City, TX 77049		PROJECT LOCATION/SHIP TO: 321 6th Avenue North, Texas City, Texas 77590	
SALES PERSON Graham Feidler - 713-824-5986	JOB CONTACT: Byron Sefcik	E-MAIL <a href="mailto:bsefcik@texascitytx.gov">bsefcik@texascitytx.gov</a>	JOB PHONE 409-949-3030
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Little Tikes Commercial Structure Drawing #R0300_44168941203 - Includes: PB20-72210, Snail Spring Rider, Two Bay 3.5" Arch Swings With Two Belt Seats Two Tot Seats And Approx. 180 Linear Feet Of Black Kid Timber Borders With Two End Caps	\$ 16,535.73	\$ 16,535.73
1	Installation Of Little Tikes Commercial Structure Drawing #R0300_44168941203	\$ 6,837.25	\$ 6,837.25
1	2,000 Sq. Ft Of Engineered Wood Fiber Kiddie Cushion Fall Surfacing At A 10" To 12" Depth With Non-Woven Geotextile Filter Fabric	\$ 6,800.00	\$ 6,800.00
	Pricing Based On Buyboard Contract #592-19		
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 30,172.98
<b>CAUTION:</b> Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds.		S&H (Freight)	\$ 1,438.73
		ERF	\$ 240.00
		TAX	\$ -
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		TOTAL	\$ 31,851.71

**We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of** Thirty One Thousand Eight Hundred Fifty One Dollars and Seventy One Cents **\$ 31,851.71**

**Payment Terms:**  
Due Net 30 days with PO payable to  
\$ 31,851.71 PlayPower LT Farmington, Inc. with  
No regard or allowance for retainage

Authorized Signature: Graham Feidler  
Graham Feidler

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.**

Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_  
Title \_\_\_\_\_

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## ADDITIONAL TERMS AND CONDITIONS

1. All Play, Inc., Representative for PlayPower LT Farmington, Inc., and PlayPower LT Farmington, Inc. (collectively referred to as "PPLT") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on cash/check method of payment.
3. Payment Terms are as specified on pg. 1. On all purchase orders, the net payment for all equipment and freight is due no more than thirty (30) days from the invoice date. The net payment amount is without regard for, or allowance of, any retainage. All accounts are subject to the terms and conditions of PPLT's credit policies.
4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. PPLT will field dress any rutting or disturbances caused by PPLT's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A 30% cancellation fee will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal.
7. PPLT's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of this proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement then such party shall or in part give notice and full particulars of such Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
13. Unless otherwise detailed in this proposal, permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. PlayPower LT Farmington, Inc and All Play, Inc. is not responsible for underground utilities. Surcharges will incur for abnormal substrate, i.e., concrete, asphalt or landfill.

### 15. RELEASE AND INDEMNITY

SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM PPLT, THE FOLLOWING PROVISIONS SHALL APPLY:

(A.) YOU HEREBY AGREE TO RELEASE PPLT, ALL PLAY INC. AND ALL OF ITS/THEIR SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.

(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM PPLT, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR THE INSTALLATION OF AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE PPLT'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.

16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that PPLT reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature \_\_\_\_\_

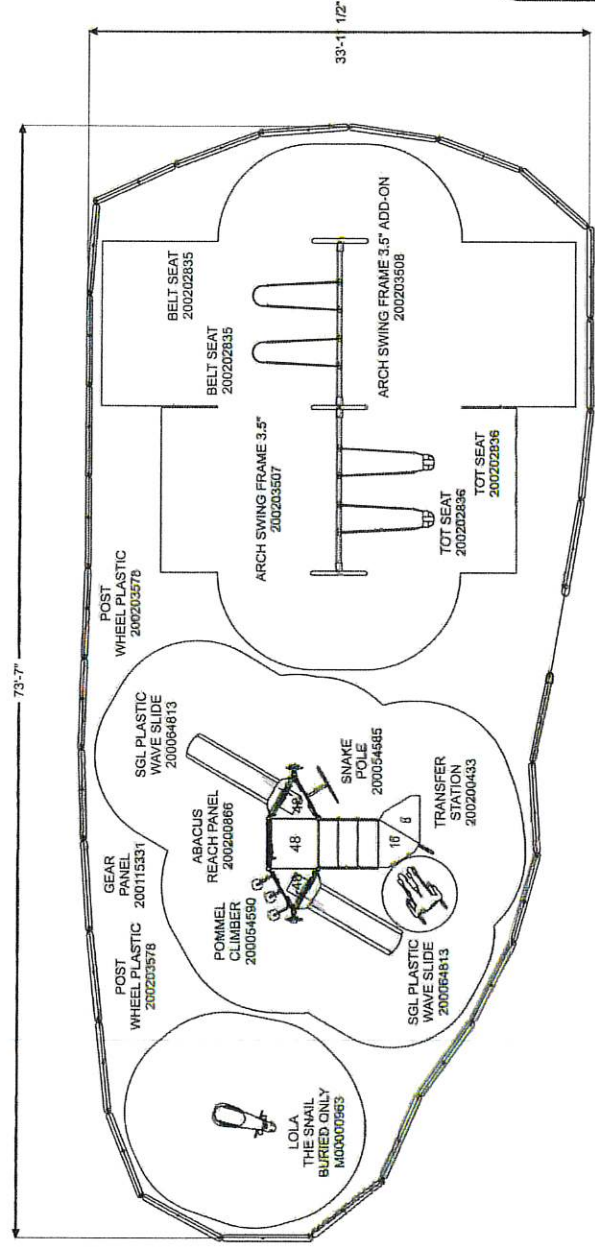
Date of Acceptance: \_\_\_\_\_

Title \_\_\_\_\_



**General Notes:**

- Age Group**  
 2-5yrs  5-12 yrs  13+ yrs
- The Americans with Disabilities Act (ADA) may require playground equipment to be accessible to children with disabilities when viewed in its entirety. Please consult your local ADA coordinator for more information. The accessible surfacing must be utilized in applicable areas.
  - Although a particular playground design may not meet the ADA requirements, modifications may be required to the appropriate number of ground cover components.
  - All playground components must be installed from top of ground cover.
  - Ground all play equipment.
  - Use of equipment may require that some around the entire play structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border curbs, etc.).
  - All post lengths are identified by text showing the post length. i.e. 56" represents a 56 inch post.
  - Not all equipment may be appropriate for all children. Supervision is required.

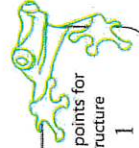


**Project:**  
 Danforth Park  
 Texas City, TX  
 LTCPS rep:  
 Graham Feidler  
 All Play, Inc.  
 (713) 939-9888

**Ground Space:** 60'-0" x 17'-6"  
**Protective Area:** 72'-0" x 32'-6"

**Drawn by:** Graham Feidler  
**Date:** 12/4/2020  
**DWG Name:** R0300\_44168941203

LTCPS - Farmington  
 878 East Highway 60  
 Monett, Missouri 65708  
 Voice: 1-800-325-8828  
 Fax: 417-354-2273



LEED points for this structure  
 1

The play components identified in this plan are PEI/AA certified. The use and installation of these components is subject to the requirements of ASTM F1487.

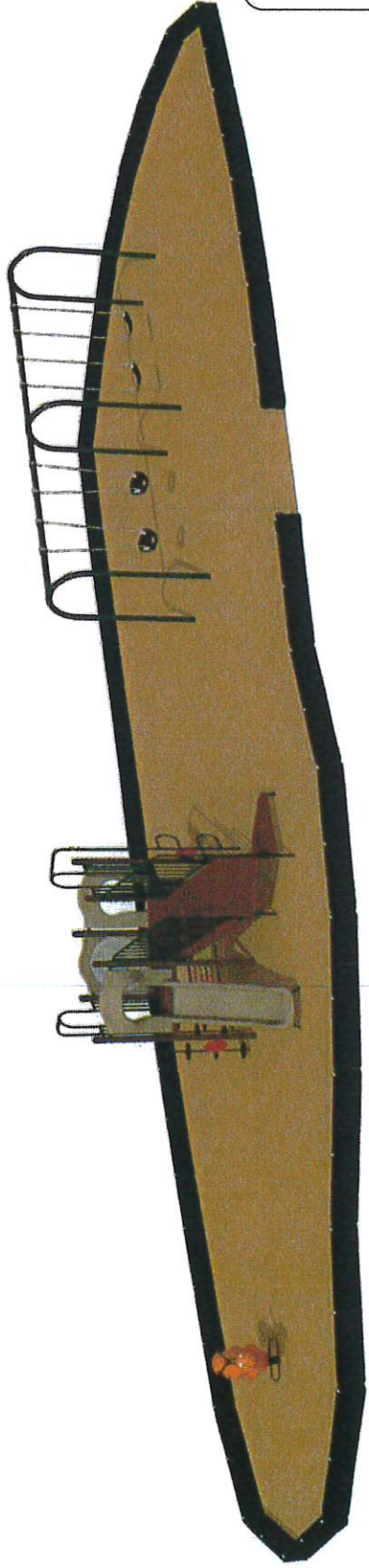
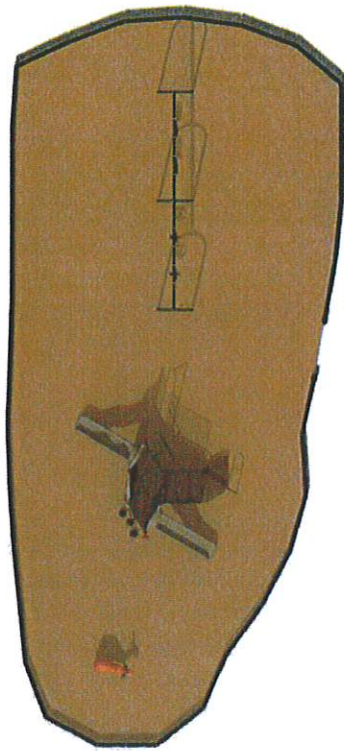
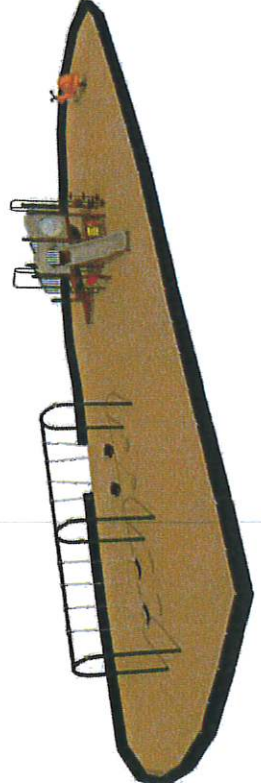


- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

**Playground Layout Compliance:**

General Notes:

- Age Group  2-5yrs  5-12 yrs  2-12yrs  13+ yrs
- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible to children with disabilities. Please refer to ADA Title III regulations to determine if the ADA applies to you.
  - For playground equipment to be considered accessible, the equipment must be designed and constructed in accordance with the proposed Access Board Regulations. In regards to the appropriate number of ground level ramps, the actual height of the ramp, the width of the ramp, the actual existing play components.
  - All deck heights are measured from top of ground cover around all play equipment.
  - The minimum recommended fall zones around the entire play structure are 10 feet for all equipment, except for tipping or collision hazards (e.g. roofs, rocks, border material, etc.).
  - Height is measured by post to the top of the post height, i.e. 56" represents a 56" high post.
  - Not all equipment may be appropriate for all children. Supervision is required.

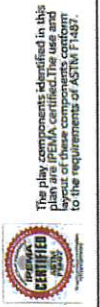


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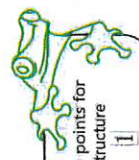
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Voice: 1-800-325-8828  
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ASTM F1487 - Playground Equipment for Public Use.  
 CPSC Handbook for Public Playground Safety

Playground Layout Compliance:



LEED points for this structure

# DANFORTH PARK

MAYOR  
CHARLES T. DOYLE

COMMISSIONERS  
LYNN RAY ELLISON  
FRANK SIMPSON

CONNIE JACKSON  
CARL SULLIVAN

TEXAS CITY

PARKS AND RECREATION

