


**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: Walker Park - Texas City	
CITY, STATE AND ZIP CODE: Texas City, TX 77049		PROJECT LOCATION/SHIP TO: 1101 13th 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_44168912583 - Includes: PB20-72227, ATV Spring Rider And Two Bay 3.5" Arch Swings With Two Belt Seats & Two Tot Seats	\$ 27,759.22	\$ 27,759.22
1	Installation Of Little Tikes Commercial Structure Drawing #R0300_44168912583	\$ 12,512.15	\$ 12,512.15
1	2,500 Sq. Ft Of Engineered Wood Fiber Kiddie Cushion Fall Surfacing At A 10" To 12" Depth With Non-Woven Geotextile Filter Fabric	\$ 8,160.00	\$ 8,160.00
1	Approx. 210 Li. Ft. Of Concrete Curb Border 12" Tall By 6" Wide W/ Weep Holes	\$ 9,995.00	\$ 9,995.00
	Pricing Based On Buyboard Contract #592-19		
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 58,426.37
<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)	\$ 1,528.92
		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	\$ 60,195.29

**We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of** Sixty Thousand One Hundred Ninety Five Dollars and Twenty Nine Cents \$ 60,195.29  
**Payment Terms:** Due Net 30 days with PO payable to  
 \$ 60,195.29 PlayPower LT Farmington, Inc. with  
 No regard or allowance for retainage  
 Authorized Signature:  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Note: This proposal may be withdrawn by us if not accepted within 30 days.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** Signature \_\_\_\_\_  
**Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.**  
**Date of Acceptance:** \_\_\_\_\_ **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 \_\_\_\_\_

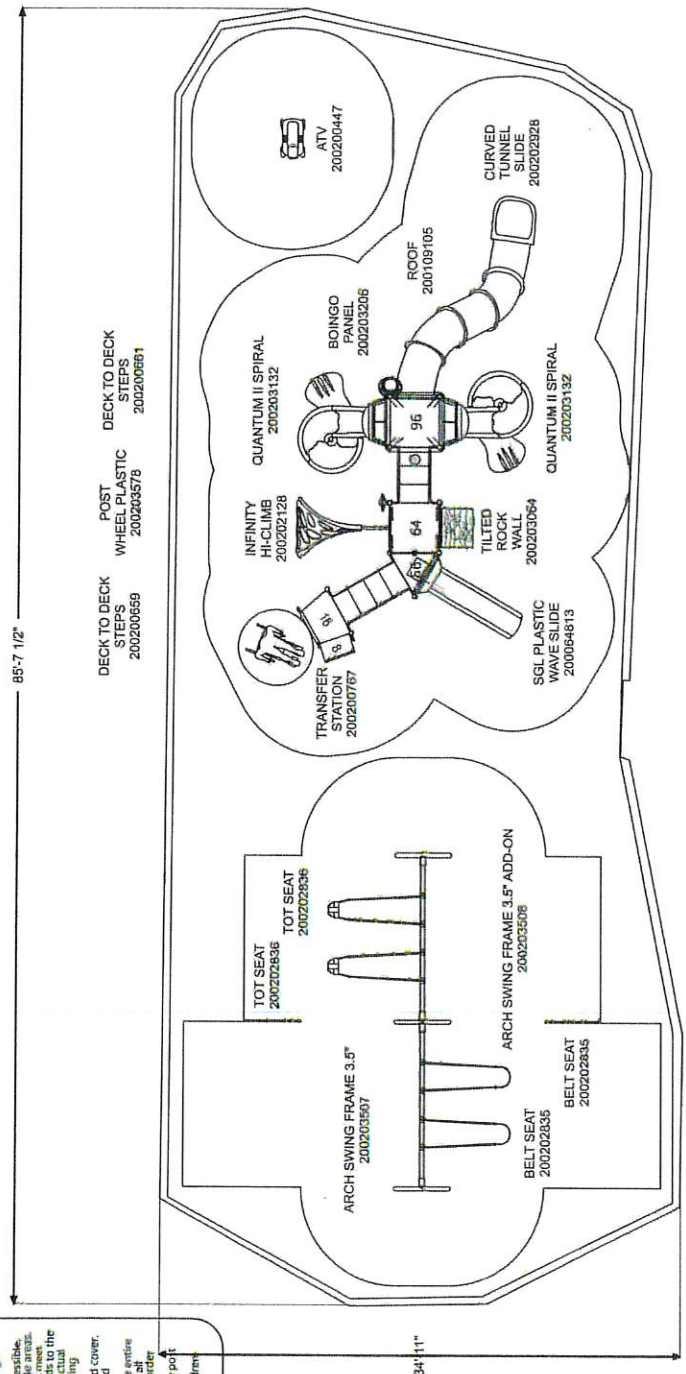
Date of Acceptance: \_\_\_\_\_

Title \_\_\_\_\_



**General Notes:**

- Age Group  2-5yrs  5-12 yrs  12-17yrs  18+ yrs
- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in the entirety. Please consult your local ADA Authority for more information on ADA requirements.
  - For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
  - The program Access Board's Recommended Guidelines for accessible playgrounds may not meet the requirements of the ADA. The appropriate number of ground level seats, the actual play structure is shown. This zone is to be free of all tripping and fall hazards (i.e. roots, rocks, border material, etc.).
  - All post heights are identified by text showing the post height, i.e. 96 represents a 96 inch post.
  - Not all equipment is appropriate for all children. Supervision is required.



DECK TO DECK STEPS 200200659  
 WHEEL PLASTIC STEPS 200203578  
 POST 200200581

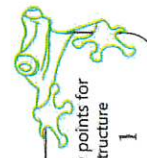
TRANSFER STATION 200200787  
 INFINITY HI-CLIMB 200202128  
 QUANTUM II SPIRAL 200203132  
 BOINGO PANEL 200203206  
 ROOF 200109105  
 CURVED TUNNEL SLIDE 200202928

TOT SEAT 200202836  
 ARCH SWING FRAME 3.5' 200203507  
 ARCH SWING FRAME 3.5' ADD-ON 200203506  
 BELT SEAT 200202835

96  
 64  
 64  
 96  
 TILTED ROCK WALL 200203084  
 SGL PLASTIC WAVE SLIDE 2000064813  
 QUANTUM II SPIRAL 200203132

34'11"

**Project:** Walker Park  
 Texas City, TX  
**LTCPS rep:** Graham Feidler  
 All Play, Inc.  
 (713) 939-9888  
**Ground Space:** 71'-0" x 17'-6"  
**Protective Area:** 83'-6" x 32'-6"  
**Drawn by:** Graham Feidler  
**Date:** 12/4/2020  
**DWG Name:** R0300\_44168912538  
 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 layout of these components conform to the requirements of ASTM F1487.



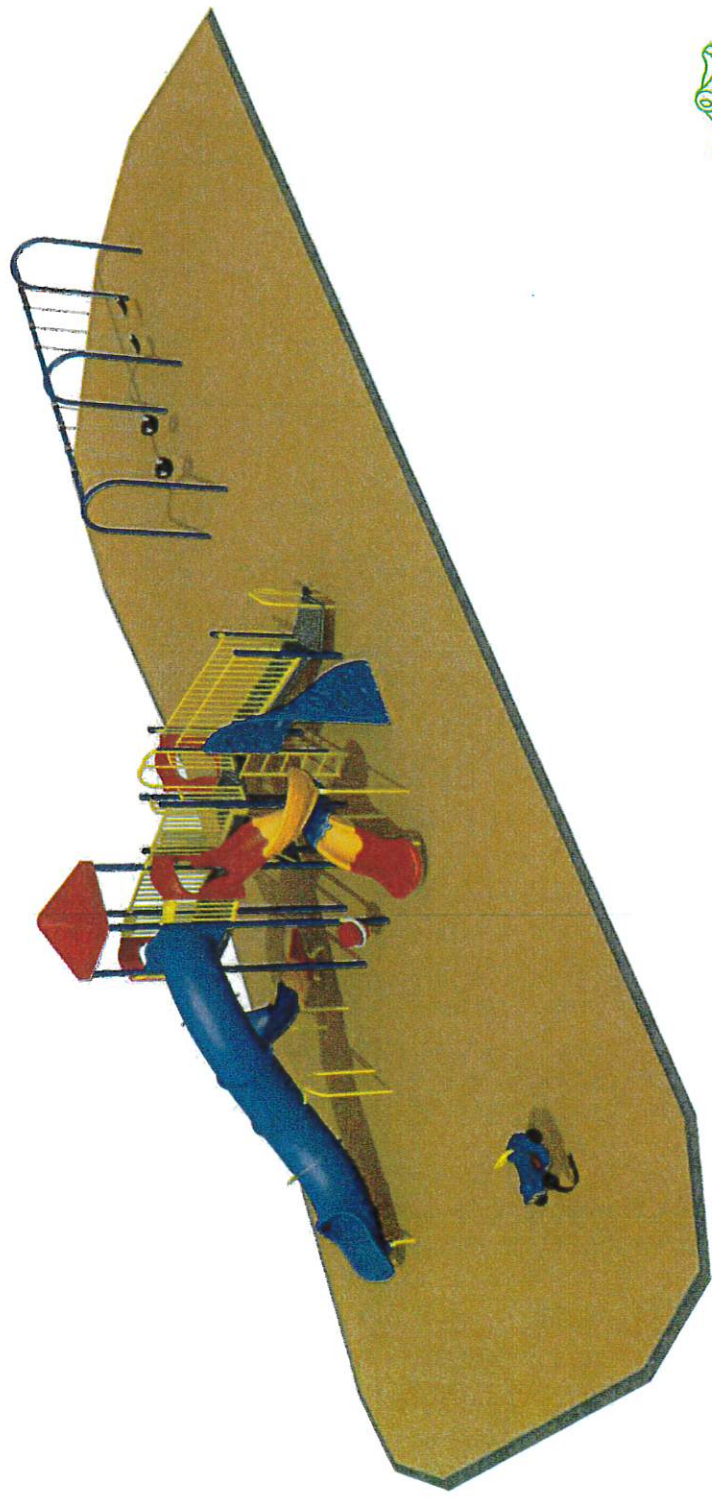
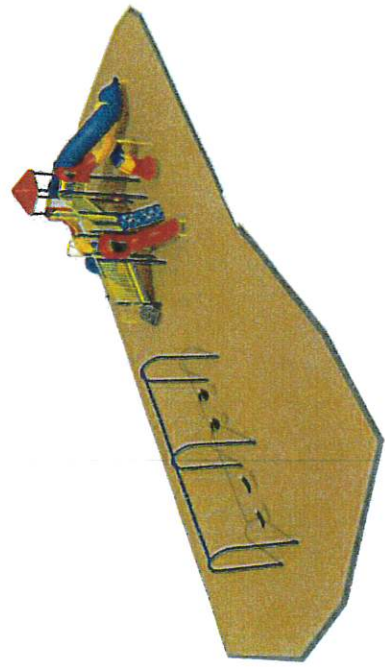
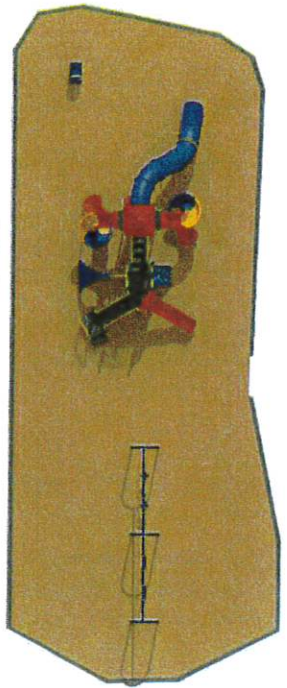
ASTM F1487 - Playground Equipment for Public Use.  
 CPSC Handbook for Public Playground Safety

**Playground Layout Compliance:**

**General Notes:**

- Age Group  3-5yrs  5-12 yrs  12-17yrs  18+yrs
- The Americans with Disabilities Act (ADA) may require certain play equipment to be accessible to children with disabilities. Please consult your local health department for more information on ADA requirements.
  - Consult to determine if the ADA applies to you.
  - Although a particular playground design may not meet ADA requirements, the use of accessible surfacing may be utilized in applicable areas.
  - Appropriate surfacing is required for all play equipment.
  - Fall absorbing ground cover is required under and around all play equipment.
  - Swing seats and suspension cables must be free of all tripping or collision hazards (i.e. roots, rocks, border).
  - All post heights are identified by text showing the post length, i.e. 5'6" represents a 5'6" high post.
  - Not all equipment may be appropriate for all children. Supervision is required.

little tikes. COMMERCIAL



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

Ground Space: 71'-0" x 17'-6"  
 Protective Area: 83'-6" x 32'-6"

Drawn by: Graham Feidler  
 Date: 12/4/2020  
 DWG Name: R0300\_44168912538

LTCPS - Farmington  
 878 East Highway 60  
 Monett, Missouri 65708  
 Voice: 1-800-525-8828  
 Fax: 417-354-2273

**Playground Layout Compliance:**

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

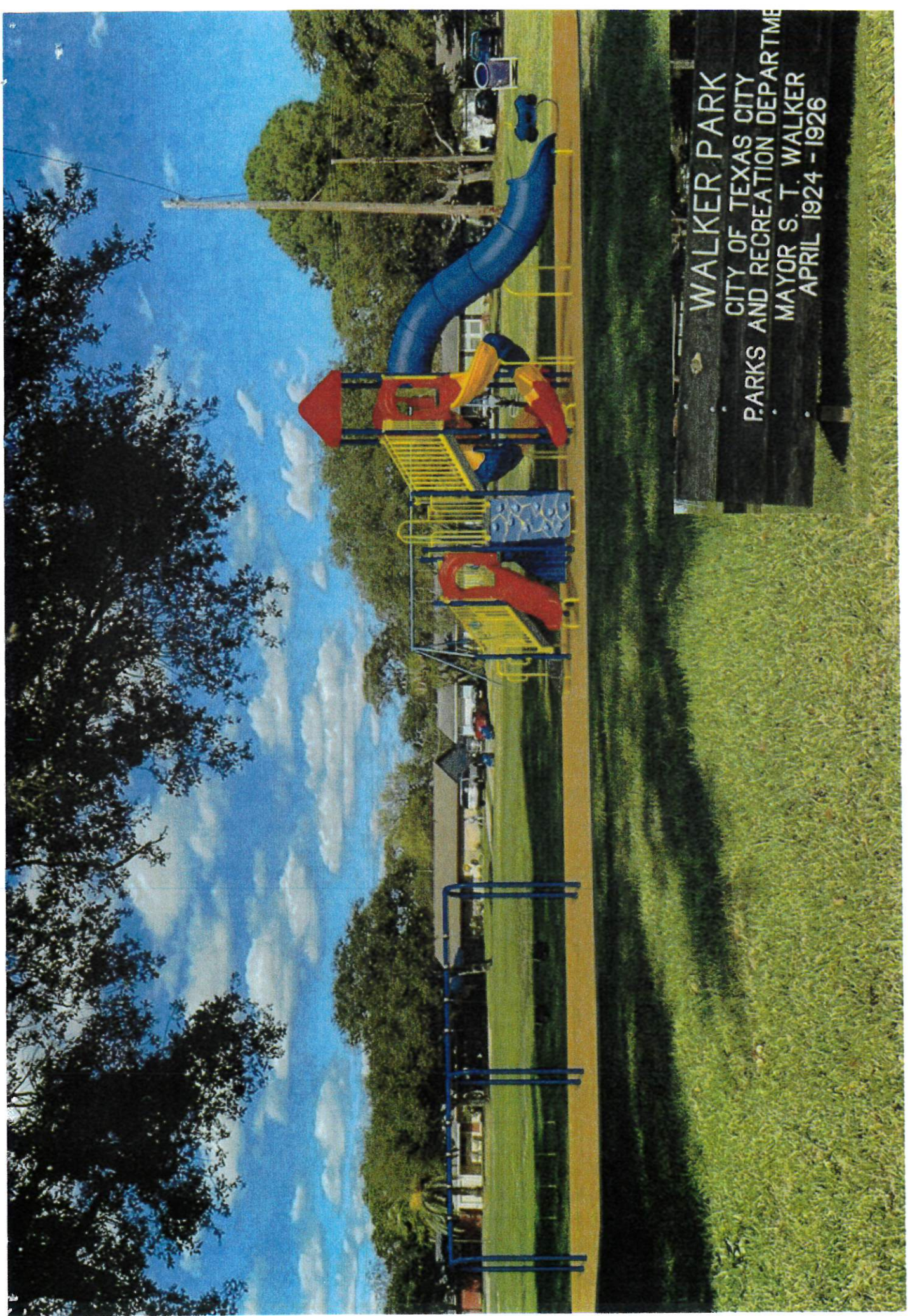


The play components identified in this plan are of plastic materials conforming to the requirements of ASTM F1487.

LEED points for this structure

1





WALKER PARK  
CITY OF TEXAS CITY  
PARKS AND RECREATION DEPARTMENT  
MAYOR S. T. WALKER  
APRIL 1924 - 1926