



4003 Briar Lane
Magnolia, TX 77354

Local Phone: 281-356-2110
Texas Phone: 800-392-6158
Fax: 281-356-1802
Email: kevin@bjspark.com

Order Form

Quote #: 10385
Date: 1/11/2023
Rep.: Kevin Hanes

Bill To:

Charles Thompson
City of Texas City Parks
2010 5th Avenue North
Texas City, TX 77590
Phone: 409-682-6940
Fax: 409-949-4810

Ship To: Rainbow Park Spray Pad

Contact:
Company:
Address:

Contact to Call:
Call Prior #:

Qty	Model #	Mfg	Description	Wt	Total Wt	\$ Each	\$ Total
1		POI	Remove existing PIP and prep surface for skim coat Raise level of surface and install spray deck with four colors		0	35,764.00	35,764.00
					0		0.00
					0		0.00
					0		0.00
			BuyBoard Contract 679-22		0		0.00
					0		0.00
					0		0.00
					0	Sub-total	35,764.00
						Shipping & handling	n/a
						Total	35,764.00
			Tax Rate	0.00%		Tax	exempt
						Grand Total	\$ 35,764.00

NOTE: Quote does not include permits or bonding. Terms are net 30 days with approved credit (contractors must supply bond information). Accounts over 30 days are subject to 1-1/2% service charge per month. We also accept credit cards however a merchant fee is applicable and will be added to the quote. Prices quoted do not include permits or bonding unless so noted on this proposal. BJ's Park & Recreation Products standard insurance coverage shall apply. Should additional coverages be required the excess cost will be passed on to the customer. If installation is included, installation price is for normal soil conditions with no obstructions including utilities. Should obstructions, rocks, excessive hard soils, water, or utilities be encountered work will be stopped until an agreeable solution is formalized. A trip charge will be charged to the customer if work is stopped and not resumed the same day. This proposal is valid for 30 days. By signing this agreement, customer agrees to the terms and conditions within. **NO RETAINAGES ALLOWED.**
K. Hanes, Incorporated dba BJ's Park & Recreation Products TX HUB Certified

We appreciate the opportunity,

Kevin Hanes
President

Accepted by (Signature): _____
Print Above Name: _____
Title: _____
Date: _____
Your PO #: _____



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Bill To:

Charles Thompson
City of Texas City Parks
2010 5th Avenue North
Texas City, TX 77590
Phone: 409-682-6940
Fax: 409-949-4810

Ship To: Rainbow Park Playground

Contact:
Company:
Address:

Contact to Call:
Call Prior #:

Qty	Model #	Mfg	Description	Wt	Total Wt	\$ Each	\$ Total
1		POI	Remove existing PIP-repair base-		0	42,620.00	42,620.00
			install approx. 7'x9' concrete base		0		0.00
			at sidewalk-install new PIP		0		0.00
					0		0.00
			BuyBoard Contract 679-22		0		0.00
					0		0.00
					0		0.00
					0		0.00
					0	Sub-total	42,620.00
						Shipping & handling	\$ 2,900.00
						Total	45,520.00
			Tax Rate	0.00%		Tax	exempt
						Grand Total	\$ 45,520.00

NOTE: Quote does not include permits or bonding. Terms are net 30 days with approved credit (contractors must supply bond information). Accounts over 30 days are subject to 1-1/2% service charge per month. We also accept credit cards however a merchant fee is applicable and will be added to the quote. Prices quoted do not include permits or bonding unless so noted on this proposal. BJ's Park & Recreation Products standard insurance coverage shall apply. Should additional coverages be required the excess cost will be passed on to the customer. If installation is included, installation price is for normal soil conditions with no obstructions including utilities. Should obstructions, rocks, excessive hard soils, water, or utilities be encountered work will be stopped until an agreeable solution is formalized. A trip charge will be charged to the customer if work is stopped and not resumed the same day. This proposal is valid for 30 days. By signing this agreement, customer agrees to the terms and conditions within. **NO RETAINAGES ALLOWED.**
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Kevin Hanes
President

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Print Above Name: _____
Title: _____
Date: _____
Your PO #: _____

BJ's Park & Recreation Products
4003 Briar Lane
Magnolia, TX 77354

281.356.2110 ~ Texas 800.392.6158
Fax 281.356.1802 ~ Email kevin@bjspark.com

January 19, 2023

Byron Sefcik
City of Texas City Parks
2010 5th Avenue North
Texas City, TX 77590

Rainbow Park Scope of Work

Splash Pad

Site Prep: Remove existing PIP rubber and discard
Sand and grind down all the glue, and any leftover Rubber
Acid wash
Apply skim coat, self-leveling
Apply Textra coat
Apply color (4 colors)
Apply sealer coat

This product has a two year craftsmanship warranty. This will cover against chipping, popping and flaking of the paint. Will not cover under concrete, settling or cracking.

Playground

Remove existing PIP and discard
Repair and compact base in PIP area
Install new 7'x9' concrete base at sidewalk
Install new PIP in same area as existing
Does not include replacement of EWF

Sincerely,



Kevin Hanes
President

BJ's Park & Recreation Products

4003 Briar Lane
Magnolia, TX 77354

GUARANTEE / WARRANTY

Project: Splash Pad and Playground at Rainbow Park

Location: 800 Bay Street, North Texas City, TX 77590

Owner: City of Texas City

Job #:

Date of Final Acceptance:

We, BJ's Park & Recreation Products (contractor), hereby guarantee and warrant that the work performed at the above referenced project complies with the General Conditions of the Contract and related approved drawings and specifications. We agree to correct any defects in the work performed for a period of one (1) year from the date of final acceptance. We guarantee, for a period of one (1) year, all workmanship and contractor furnished materials. We will make all repairs or replacements, complying with the Owner's and/or Architect's satisfaction. Costs for such repairs and corrective work, including costs of making good all other work damaged by or otherwise affected by making repairs or corrective work, shall be borne by us without cost to the Owner. When correcting defects the Contractor must obtain Owner's approval, in writing, before replacing defective materials with materials that are different from those originally required to be installed. All such defects and repairs shall be corrected within ten (10) days following notification by Owner to Contractor. In the event of our failure to comply with the above mentioned conditions, and the failure to commence all such corrective work within ten (10) days after being notified in writing, and work diligently to complete, we collectively and separately do hereby authorize the said Owner to proceed to have defects repaired and made good at our expense, and will honor and pay the costs and charges therefore upon demand.

BJ's Park and Recreation Products shall not be held liable for any act of God, vandalism, abusive use, modifications made by others or work outside the scope of the contract.

President

Date:

150 Brownson Lane
Driftwood, TX 78676



512-847-2473
DuraPlay.com

5 Year Warranty

Project: Splash Pad and Playground at Rainbow Park

Project Owner: City of Texas City

Project Site: 800 Bay Street North, Texas City, TX 77590

Date Surfacing Installation Completed: _____

Final Inspection By: _____

Date Inspected: _____

Contractor: _____

DuraPlay, Inc. Representative: _____

DuraPlay Surfacing Description: _____

_____ Total Square Footage of Surfacing _____

DuraPlay, Inc. warrants to the owner of the project described above, subject to the terms, conditions, and limitations stated herein, as follows:

The surface includes DuraPlay Primer, DuraPlay Base and DuraPlay Wearing Surface. That the DuraPlay Surfacing System will not peel, delaminate, or crack as a result of normal weather conditions and that the DuraPlay Surfacing System will be in complete compliance with ASTM 1292 standards for the first three (3) years of the Warranty Period.

The Warranty shall continue for a period of two (2) subsequent years, for a total five (5) Year Warranty Period, commencing from the date of the final inspections of the DuraPlay Surfacing System as shown above, provided the Owner gives DuraPlay written notice of any defects in the Surfacing System within 30 days from the discovery of such defects. These subsequent two (2) years of compliance, Years Four (4) and Five (5) of the Warranty Period, exclude ASTM 1292 standards compliance coverage.

The foregoing Warranty does not cover defects of damage caused by (1) structural or design defect related to the substrate, area drainage system, or any other adjacent system which may impact the DuraPlay Surfacing System; (2) misuse, vandalism, civil disobedience, act of war; (3) any condition caused by any negligence or accidents in maintaining the Surfacing System; (4) act of God, including lightening, hurricanes, tornados, earthquakes, fumes, flood, chemical fumes, foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained herein do not cover any material used on the Surfacing System which was not supplied by DuraPlay unless specifically indicated above.

Owner's Compliance with Maintenance Manual

The Warranties stated above are subject to and conditioned upon the Owner's compliance with DuraPlay, Inc's maintenance procedures.



Exclusions from Warranties

The Warranties stated above exclude damage caused by:

- Improper or faulty subsurface grading and/or substrate preparation
- Lack of an adequate and functioning area drainage system to prevent subsurface ponding and/or erosion
- Movement of stone aggregate substrate caused by subgrade movement
- Shrinkage (which is an inherent characteristic of elastic rubber)
- Normal wear and tear
- Slight color variations
- Improper snow removal
- Neglect, abuse, deliberate act, accident, or vandalism
- Act of God, casualty
- Improper dry-cleaning fluids
- Improper cleaning methods and/or cleaning methods not sanctioned by DuraPlay, Inc.

Warranty Claims Procedure

All Warranty claims must be made in writing and sent with photographs to DuraPlay, Inc. at the address listed below, within thirty (30) days after Owner has or should have knowledge of the alleged defect. Within a reasonable time of receipt of notice, DuraPlay, Inc. shall have the opportunity to inspect the site and investigate the affected area, including the right to take any photographs and/or tests of the area. Any repair or replacement work performed by a party other than DuraPlay, Inc. shall invalidate this Warranty and terminate any further obligation of DuraPlay, Inc.

Limitations and Exclusions of Warranty/Remedy

If an area of the surface is determined to be covered by this Warranty, DuraPlay, Inc's obligations under this Warranty shall be to repair or replace the area. The remedy of the repair or replacement shall be the Owner's sole and exclusive remedy. Except in the case of personal injury, DuraPlay, Inc. shall not be liable for consequential damages. In no event shall DuraPlay, Inc. be liable for punitive damages.

This Warranty shall be of no enforce if DuraPlay, Inc. is not paid in full for the System and DuraPlay Inc's obligations under this Warranty are expressly contingent upon DuraPlay, Inc. being paid in full for the System. DuraPlay, Inc must be paid at least 90% of its contract balance within one hundred and twenty (120) days of the substantial completion of its work and fully paid within one year of the substantial completion of its work, or when the retainage is due by the Contract. In the event that repairs are required which would otherwise be covered under the Warranty but for non-payment, DuraPlay, Inc. and the Owner may mutually agree that DuraPlay, Inc. shall perform such repairs on a pre-pay basis.

NO OTHER WARRANTIES OR REPRESENTATIVES, EXPRESS OR IMPLIED AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARE MADE AND ALL OTHER WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN ARE DISCLAIMED.

This Warranty is issued by DuraPlay, Inc in the state of Texas and shall be governed by and interpreted in accordance with the laws of the State of Texas.

DuraPlay, Inc.

Project Owner: City of Texas City

By: _____

By: _____