# West Orange-Stark Elementary Kindergarten Playground

Proposal # Kindergarten June 30, 2011







June 30, 2011

Benny Smith West Orange-Cove CISD 505 N 15th Orange, TX 77631

Dear Benny Smith:

T.F. Harper & Associates L.P. is delighted to provide West Orange-Stark Elementary with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. T.F. Harper & Associates L.P. is confident that this proposal will satisfy West Orange-Cove CISD's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with West Orange-Cove CISD. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Janet Wachs T.F. Harper & Associates L.P. 9000 S. Congress Austin, TX 78745

### Design Summary

T.F. Harper & Associates L.P. is very pleased to present this Proposal for consideration for the Kindergarten Playground located in Orange, TX. BCI Burke Company, LLC has been providing recreational playground equipment for over 80 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of West Orange-Stark Elementary. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

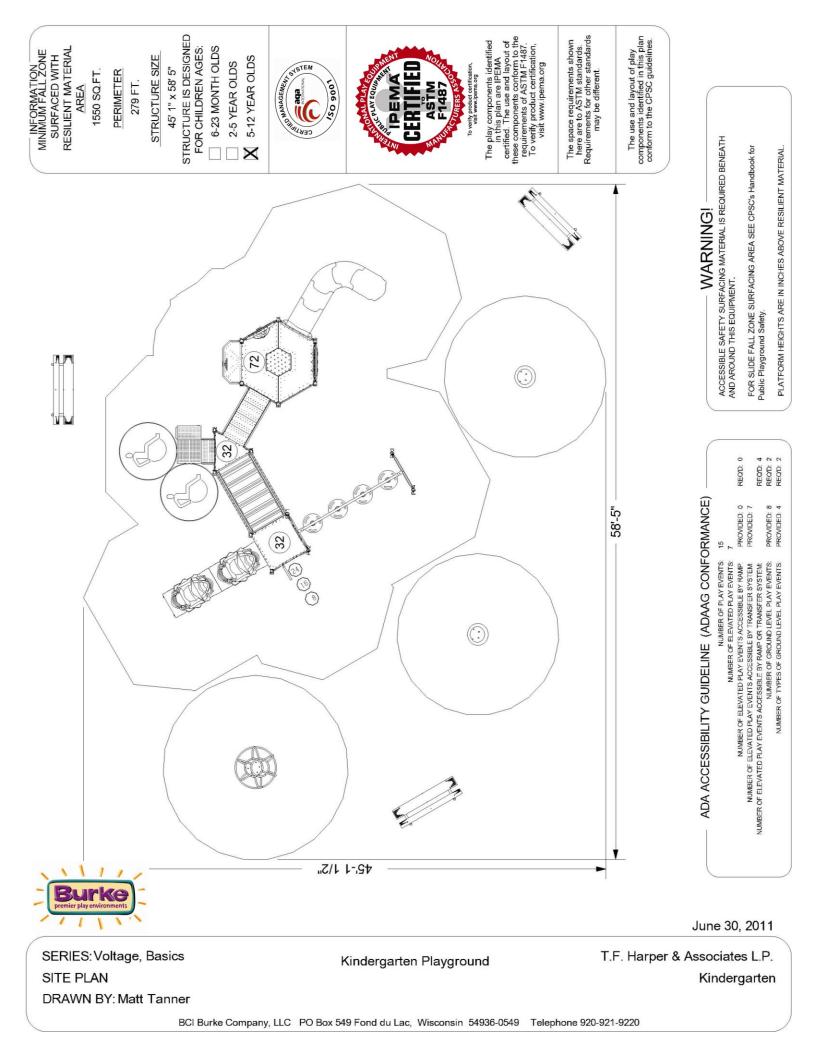
The following is a summary of some of the key elements of our Proposal:

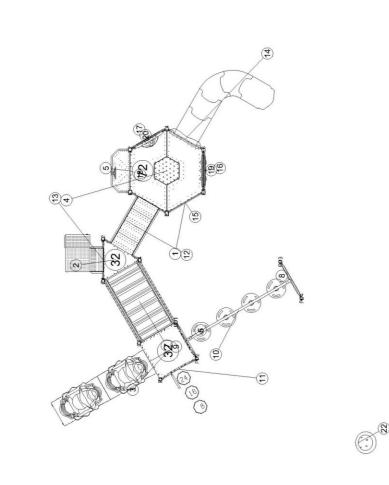
- Project Name: Kindergarten Playground
- Project Number: Kindergarten
- User Capacity: 82
- Age Groups: Ages 5-12 years
- Dimensions: 45' 1" x 58' 5"
- Designer Name: Matt Tanner

T.F. Harper & Associates L.P. has developed a custom playground configuration based on the requirements as they have been presented for the Kindergarten Playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # Kindergarten has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Kindergarten Playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.







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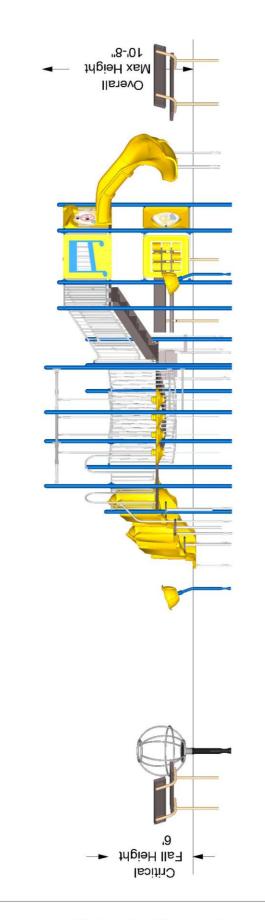


SERIES: Voltage, Basics COMPONENT PLAN DRAWN BY: Matt Tanner

Kindergarten Playground

June 30, 2011

T.F. Harper & Associates L.P. Kindergarten



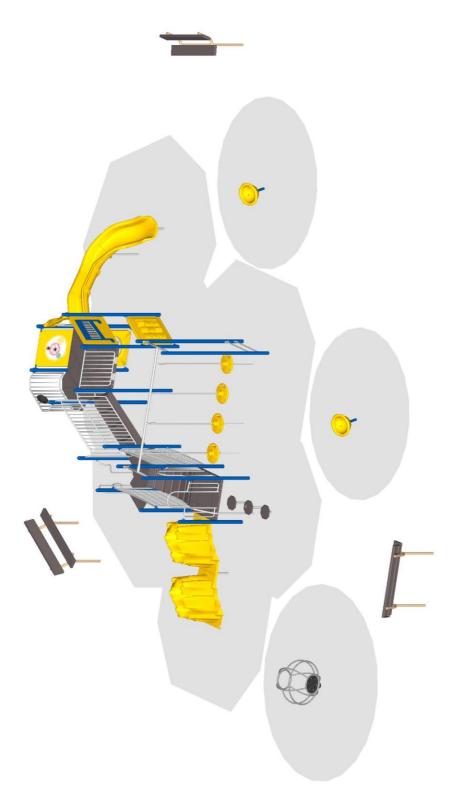


SERIES: Voltage, Basics ELEVATION PLAN DRAWN BY: Matt Tanner

Kindergarten Playground

June 30, 2011

T.F. Harper & Associates L.P. Kindergarten





SERIES: Voltage, Basics ISOMETRIC PLAN DRAWN BY: Matt Tanner

Kindergarten Playground

June 30, 2011

T.F. Harper & Associates L.P. Kindergarten



# Proposal # Kindergarten

June 30, 2011 2011 Pricing

# Proposal Prepared for:

Benny Smith West Orange-Stark Elementary 505 N 15th Orange, TX 77631 Phone: 409-882-5630 **Project Location:** Kindergarten Playground

### Proposal Prepared by:

T.F. Harper & Associates L.P. 9000 S. Congress Austin, TX 78745 Phone: 512-440-0707 Fax: 512-440-0736 playground@tfharper.com

Janet Wachs Phone: 512-440-0707 Fax: 512-440-0736 mtanner@tfharper.com

Component No. Description		Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Voltage						
	PLATFORM CENTER	1	0	0	33	33
	TRIANGLE PLATFORM S3P	1	2	2	31	31
	SQUARE PLATFORM S3P	1	6	6	103	103
	HEXAGON PLATFORM W/CENTER HO	⊥ 1	18	18	218	218
	BALCONY	I	1	1	106	106
	UNITARY ENCLOSURE, S3	1	0	0	34	34
	SHORT BUCKLE BRIDGE W/BARRIER	1	7	7	357	357
	END RUNGS	1	1	1	9	9
	ROCKY MOUNTAIN ADVENTURE GR L	1	8	8	271	271
	SKY PODS 16-40	1	6	6	184	184
	POD WALK 32"	1	3	3	119	119
	40" TRANSITION STAIR W/BARRIE	1	4	4	278	278
	TRANSFER STATION 32"	1	4	4	160	160
430-0550	VIPER R2 64-72	1	2	2	172	172
530-0624	PIPE WALL, S3	1	0	0	34	34
530-0631	TIC TAC TOE PANEL ASSEMBLY BE	1	2	2	53	53
530-0635	PADDLE BALL PANEL BELOW PLATF	. 1	1	1	45	45
530-0678	STEERING WHEEL ASSEMBLY	1	1	1	7	7
530-1648	CHIMES PANEL	1	4	4	49	49
530-1653	GEAR PANEL, ABOVE PLATFORM	1	4	4	44	44
600-0103	MAINTENANCE KIT	1	0	0	0	0
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
	POST ASSY 3 1/2 X 107	1	0	0	39	39
	POST ASSY 3 1/2 X 123	4	0	0	45	180
	POST ASSY 3 1/2 X 147	6	0	0	54	322
	MODULAR HARDWARE	1	0	0	5	5
	3000 INSTALLATION KIT	1	0	0	2	2
630-0113	POST ASSY 3 1/2 X 158	4	0	0	58	231
Burke Basics						
560-2570	COMETI	1	6	6	157	157
560-2573	KIDFORCE SPINNER	2	1	2	43	86
580-0172	6' PVC TRADITIONAL BENCH W/BA	3	0	0	119	357

Total User Capacity: Total Weight: 3

82 3,690 lbs.



## Proposal # Kindergarten

June 30, 2011 2011 Pricing

Information is relative to the Jun 14 2011 9:03AM database.

### **Special Notes:**

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.** 

#### BCI Burke Generations Warranty<sup>TM</sup>

#### The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

#### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity<sup>®</sup>), Voltage<sup>™</sup>, Nucleus<sup>™</sup> and Little Buddies<sup>®</sup>) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through fastening and Clamp systems (Voltage™, Intensity®, and Nucleus™).
- · Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown
  resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in
  the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders against structural failure due to natural deterioration or workmanship.
- · Five (5) Year Limited Warranty on Intensity® cables against premature wear due to natural deterioration or manufacturing defects.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster<sup>®</sup> Trolleys and moving parts against structural failure due to materials or workmanship.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.