



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q75019-1

Date: 10/12/2022

Project: 28312

Created By: Ryan Slott

Quote Name: Option 2 Splash Park (Ground

Page 1 of 6

## BILL TO

MHS Planning & Design, LLC ☎ 903-597-6606  
Mica Perez  
P.T. Cole Park - City of Tyler  
212 W Ninth St  
Tyler, TX 75701

## SHIP TO

Tyler, City of ☎ 903-531-1370  
Ms. Leanne Robinette  
P.T. Cole Park - City of Tyler  
Tyler, TX 75701

### Terms:

Percentage Completed Draws

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
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**PRICING VALID IF PURCHASED**  
**WITH COLOR SELECTIONS BY**  
**10/25/2022**

Splash Park W/KraftKoat

Drawing: KPS- 28312-2

Sheet:K.3

Dated: 9.29.2022

DISCBB Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19

**Spray Play Features**

1	W012C	Water Cage™, Water Conserving. By: Water Odyssey.	18		N/A	\$7,194.00	\$7,194.00
4	FMN-100-CJ	Flush Mount Jet with Crown Jet nozzle by Water Odyssey			Brass	\$592.00	\$2,368.00
4	FMN-100-JC	Flush Mount Jet with Jet Cluster nozzle by Water Odyssey			Brass	\$592.00	\$2,368.00
2	W058-3	Water Fence™ 3'0" Section. By: Water Odyssey.	18		n/a	\$3,704.00	\$7,408.00
3	FMN-100-APJ	Flush Mount Jet with Adjustable Precision Jet nozzle by Water Odyssey			Brass	\$592.00	\$1,776.00
1	W009	Touch & Go™ Vibration Bollard, Wired, Hockey Puck Style with handprint by Water Odyssey 182 Max, 110 Operating				\$5,048.00	\$5,048.00

**Controller and Water Distribution Equipment**

1	WMF-12P	(DM-4000-12-PL-FM) Water distribution Manifold, Flanged 4" Stainless Steel Manifold with pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections; (12) discharge assemblies each w/(1) true union ball valve and (1) 24VAC glass filled plastic solenoid valve. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met. By Water Odyssey				\$25,350.40	\$25,350.40
1	60H96W24D-ALUM	Custom Aluminum above ground enclosure for up to a 16 valve manifold, valves, controller & Pressure Regulator. Does not include concrete foundation or drain pit for feature drain valves (by others). Enclosure is constructed of .125" thick 5052-H32 Aluminum with a Mill Finish, with lockable door and ventilation louvers by Kraftsman	60Hx96W x24D		Mill Finish	\$7,375.00	\$7,375.00
1	PRV2	2" Pressure Reducing Valve, fully molded PVC, EPDM Socket, without gauge for up to 160gpm by George Fischer	2"			\$2,150.00	\$2,150.00
1	DSC-8-16	Dynamic Sequence Controller with 8 hard-wired inputs and 16 outputs mounted in a NEMA4X housing. By: Water Odyssey.				\$13,543.33	\$13,543.33
1	SM ENCLOSURE FOUNDATION	Small Enclosure Foundation for Manifold Aluminum above ground enclosure, up to 96" enclosure. By: Kraftsman				\$1,236.00	\$1,236.00

**Splash Deck, KraftKoat and Drains**

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1662	SPLASHDECK	Spray Play Pad, 5" thick concrete pad with slope to drains, rebar reinforced, light broom finished to help prevent the possibility of slippage (no coloring or top coat), By: Kraftsman	SF		\$14.45	\$24,015.90
1	KRAFTKOAT W/ DESIGN	KraftKoat Spray Play Deck coating, modified cementitious top coating concrete overlay, Provides slip resistance, cool deck surface (when used with light colored sealers) & architectural appearance. Multi color design with choice of colors based on SW color numbers (Kraftsman to approve design, subject to price increase depending on intricacy of layout).	642 sf	choose up to 4	\$18,400.00	\$18,400.00
1	SPLASHDRAIN	SplashPark Large capacity deck drain 24" square, 8" side outlet, with Fiberglass grate. By Kraftsman	350 GPM		\$2,600.00	\$2,600.00
		<u>Training and Documentation</u>				
1	TRAIN 1	One day of technical support personnel on site to assist with balancing features, system start up, and 4 hours of staff training. By: Kraftsman				\$0.00
1	CONSTDOCS	Construction documentation, plans & submittals by Kraftsman				\$0.00
	NOTE	Shade is not included in this quote, will be quoted separately as alternate.				

Item Subtotal:	\$120,832.63
Shipping & Handling:	\$5,928.57
Discount:	-\$28,811.14
Equipment Subtotal:	\$97,950.06
Tax:	\$0.00
Install:	\$52,470.37

**Total: \$150,420.43**

## Special Terms and Conditions

### Items not included:

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Shade systems or site amenities.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- SplashDeck top surfacing for slip resistance, colorization, or fall absorbency. SplashDeck shall be Medium Broom Finished concrete for slip resistance.
- Temporary security fence during construction.
- Storm Water Pollution Controls for project site.
- Safety wash station for chemical use area in filtration equipment enclosure if required.
- Removal of existing equipment.

Utilities as called out in utility note (see note for more info)

- (1) 2" water meter
- (1) backflow preventer
- (1) backflow security cage
- 120v 20amp GFCI plug electrical service
- 8" drain to within 5' of pad
- Site preparation (see site work)

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## Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

## Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

## Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

## Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

## Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

## Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

## No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

## Building Permits:

- Building permits are not included or provided.
- Engineer stamped plans are not included.
- Submittals and reviews for State of Texas ADA compliance and inspections are not included.

## Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

## Site Work:

- Site preparation, grading, and fill materials are not included. Site is to be within 1" of Sub-grade (approximately 8" below finish grade) by others.
- Proper/Positive drainage of the area is to be included prior to start of construction by Kraftsman.
- Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.

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## Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

## Installation:

Installation quoted includes: Installation of SplashPark feature foundations, setting features, water supply piping to features from manifold (manifold is to be located within 50' of SplashDeck), connections between activators and controller, drain lines to edge of pad, per standard Kraftsman construction techniques. Installation price does not include concrete pad or surfacing.

## Start Up & System Training:

Service includes one day of technical support personnel on site to assist with balancing of features, system start up, and 4 hours of staff operations training.

## Project Completion:

Allow 4 to 8 weeks for preparation of plans, drawings, and submittals after acceptance of proposal. Shipping date of equipment from factory will be approximately 6 to 10 weeks after approval of submittal documentation, provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 10 to 16 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

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## Utilities:

Customer is to plan, permit, and provide installation of utilities as follows (Kraftsman has not included costs for required improvements to utilities to support the SplashPark):

- Electrical service, panel, and connection of electrical service to Dynamic Sequence Controller. Service is to be 120V, 20 amp GFCI protected outlet with in use weatherproof cover. Kraftsman will complete all low voltage connections between control systems and valve manifolds.
- Electrical Bonding of all features and reinforcing steel per code requirements.
- City water meter with approved backflow preventer and water line connection to equipment area:
- 2" water line is to be provided (with a minimum 35 PSI) for a SplashPark with a flow rate up to 120 GPM complete with approved Backflow preventer.
- 3" water line is to be provided (with a minimum 35 PSI) for a SplashPark with a flow rate up to 400 GPM complete with approved Backflow preventer.
- Proper drain line to within 5' of edge of SplashDeck. Minimum of 8" size is to be provided. Kraftsman will connect drain boxes and extend 5' outside of SplashDeck.

Utility leads and required facility improvements are to be completed and ready for connection of new improvements prior to Kraftsman coming on site for construction of the SplashPark improvements.

## Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer.

Water Odyssey - the lead time for the embed portion to ship is 4 to 6 weeks and 8 to 12 weeks for the rest of features.

Custom features are 18-20 weeks

Enclosures - Lead times for Custom Aluminum Enclosures is 26-28 weeks.

## Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □

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## General Terms and Conditions

**Bill To:**  
MHS Planning & Design, LLC

**Ship To:**  
Tyler, City of

**Terms:**  
Percentage Completed Draws

### CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted \_\_\_\_\_

Date October 12, 2022

Ryan Slott

### Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature \_\_\_\_\_

PO#: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

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

Authorized Signature \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT**

**Thank You! We Appreciate Your Business!**