



# Kraftsman

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

QUOTE #Q75110

Date: 10/12/2022

Project: 28312

Created By: Ryan Slott

Quote Name: Playground w/ Single Post w/

Page 1 of 5

## 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

**Terms:**  
Percentage Completed Draws

## SHIP TO

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

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
As per Sheet by MHS (C12) Add Alternates Not Included in Proposal							
<b><u>PRICING VALID IF PURCHASED WITH COLOR SELECTIONS BY 10/25/2022</u></b>							
<b>Playground with Integrated Shade</b>							
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22					
1	KP3-24408A-1	Kustom 2-12 Playground by Superior (QUO0249989)				\$83,060.80	\$83,060.80
3	APS-SWING/SLIDE MAT	Swing/Slide Wear Mat, 40"x40"x1.5", by Action Play Systems	40"x40" x1.5"			\$158.33	\$474.99
1	APS-SWINGMAT	Swing Wear Mat, 3'x5'x2", by Action Play Systems	3'x5'x2"			\$241.67	\$241.67
<b>Single Post Swing Set</b>							
1	TFR0622XX	1 Bay, Single 5" post swing by Superior Playgrounds				\$1,577.00	\$1,577.00
1	EFR0150XX	Cantilever Bucket Swing for ages 6 to 23 months, for 5" single post swing frame (without shade). Includes bucket seat, fittings and horizontal arm. Swing frame sold separately. By Superior Playgrounds				\$1,558.00	\$1,558.00
1	90015108XX	Belt swing seats S-02, 8' galvanized chain set. Includes one pair of seats and hardware for one bay, by Superior Playgrounds	8' beam		red, yellow, green, blue, black or tan	\$262.00	\$262.00
2	APS-SWINGMAT	Swing Wear Mat, 3'x5'x2", by Action Play Systems	3'x5'x2"			\$241.67	\$483.34
1	SRPSURCHG	Material Surcharge on Playground equipment by Superior Recreational Products				\$628.45	\$628.45
<b>Surfacing</b>							
157	EWF	Engineered Wood Fiber for playgrounds	cu. yd.	3248 sf	Natural	\$36.14	\$5,673.98
2	FABRIC	Polyspun Soil Separator, 1800 SF.	6'x300'	40		\$437.50	\$875.00
<b>Drainage</b>							
90	PERFDRAIN	4" perforated drain line w/sock and pea gravel.	LF			\$26.00	\$2,340.00

Initials \_\_\_\_\_



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Item Subtotal:	\$97,175.23
Shipping & Handling:	\$7,037.63
Discount:	<b>-\$16,534.80</b>
Equipment Subtotal:	\$87,678.06
Tax:	\$0.00
Install:	\$44,434.59
<b>Total:</b>	<b>\$132,112.65</b>

## 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, concrete border or adjoining observation concrete deck areas.
- Excavation of area for fall surfacing.
- Removal of existing fall surface materials.
- Removal of existing equipment.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Site amenities.

Add Alternates are not included in this proposal

### 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.



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## 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.

## 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: Receiving and unloading of equipment, excavation of required footings, assembly of structure, concrete for footings, and all equipment necessary for installation.

## Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal 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 3 to 6 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

## Lead Times:

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

Superior Playground - lead time for items to ship is 14 weeks for steel playgrounds.



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## 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.□

## Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

## Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.



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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 warranties 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 irrigation 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

Ryan Slott

Date October 12, 2022

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!**