



Kraftsman

EXHIBIT 3

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road
Spring TX 77388
Phone: 281-353-9599
Fax: 281-353-2265

Quote #Q56955

Page: 1

Date:	5/25/2017
Project:	15260
By:	Pat Kennedy

Sold To: Denton, City of
Jim Mays
Denton SplashPark - Gene Young Park
601 E. Hickory
Denton TX 76205
Phone: 940-349-7465 Fax:
Terms: Percentage Completed Draws Monthly

Ship To: Denton, City of
Jim Mays
Denton SplashPark - Gene Young Park
327 Wood Street
Denton TX
Main Phone: 940-349-7465 Mobile Phone: 940-391-2247

Qty	Product	Description	Size	Weight	Color	Unit Price	Ext. Price
Vendor #1009200							
SplashPark Proposal Drawing W13949 Ver 1, Opt B dated 3.01.16							
Based on design for Project #15260, by Water Odyssey drawing #W13949.1.B; dated 3-01-16							
1	C001	ColorCast™ Spin Flower with Magic Flow™ stainless steel jet streams By Water Odyssey				27,986.00	27,986.00
1	W004C	Daddy Long Legs™, Water Conserving. By: Water Odyssey.	5 to 9			3,132.00	3,132.00
1	W036C	Baby Long Legs™, Water Conserving. By: Water Odyssey.	3			1,464.00	1,464.00
1	W040-ST	Water Web™ with Wired Activator Button. By: Water Odyssey.	8-16			6,454.00	6,454.00
1	W085	Splash-O-Lator™. By: Water Odyssey.	7			1,628.00	1,628.00
1	W093	Water Weave™. By: Water Odyssey.	14			3,802.00	3,802.00
2	W280	Popp Dropp™ By: Water Odyssey.	3			1,464.00	2,928.00
Approx. Total Flow Rate: 79 GPM							
1	WMF-08P	Water distribution Manifold, Flanged 4" Stainless Steel Manifold for Wall Mount Installation w/pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections; (8) 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				13,459.00	13,459.00
1	DSC-8-16	Dynamic Sequence Controller with 8 hard-wired inputs and 16 outputs mounted in a NEMA4X housing. By: Water Odyssey.				8,550.00	8,550.00



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1	DISCBB	Discount on BuyBoard Purchase, BuyBoard Contract #512-16			-24,291.00	-24,291.00
4	860-6PNV	Floor Drain, Fat Max, 9" dia. top, solid nickel top grate, 6" Sch 40 outlet, PVC body, Vandal proof screws, by Sioux Chief	nickel		475.00	1,900.00
1	AKWFS100	Aquakraft Water Filtration System - 100 GPM			18,500.00	18,500.00
1	ENCLOSURE	Filtration System Enclosure, 16'x16'. Eave Height 8'. Vinyl Coated Chain Link with Metal Cover, Gable Ends. Concrete Slab for enclosure not included. (see Line Item below)			17,300.00	17,300.00
1		Concrete Pad for Enclosure	16x16		2,100.00	2,100.00
1	WRHT3	Water Reservoir Holding Tank, Concrete with epoxy coated interior, with access lid and hatch; 1½" Automatic fill valve with wall penetration; overflow and all penetrations as required by project design. 3000 Gallon; by AquaKraft	3000 Gallon	31,500	18,200.00	18,200.00
1	ECP-113-5SP	ECP-UV Sanitization system with 3" flange connection for Flow rates up to 260 GPM. Complete validated system with Sanitation Chamber, Control Panel includes Audible Alarm . Requires a 220V 1 Phase circuit breaker. By AquaKraft	3"		18,111.00	18,111.00
1	VALVE	Rain Water Diverter Valve			10,000.00	10,000.00
1590	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	1 sqft		12.75	20,272.50
1	SITE PREP	Site preparation for SplashDeck and piping			4,000.00	4,000.00
1	MOBILIZATION	Mobilization for SplashPark or Park area construction. By: Kraftsman			5,000.00	5,000.00
1	INSURANCE-AI	Name customer as additional insured on General Liability Policy and processing of coverage.			1,200.00	1,200.00
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation.			6,628.15	6,628.15



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Date:	5/25/2017
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Subtotal:	\$168,323.65
Shipping & Handling:	\$7,871.92
Equipment Subtotal:	\$176,195.57
Tax:	\$0.00
Install:	\$75,898.40
Total:	\$252,093.97

**Kraftsman**

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Date:	5/25/2017
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Special Terms and Conditions

Subject: Buy Board**Date: 5/23/2017**

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

Subject: Utilities**Date:**

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 filtration pump motor starters, UV system (if applicable), chemical controller, and feature Dynamic Sequence Controller. Service is to be 240V, 3 Phase, 100 amp, for pumps and control systems, utility plugs and needed lighting if required. Kraftsman will complete all low voltage connections between control systems and valve manifolds.

- Electrical Bonding of all features, reinforcing steel, and filtration equipment per code requirements.
- City water meter with approved backflow preventer and water line connection to equipment area.

A 1.5" water line is to be provided (the minimum water supply to system is to be 75 GPM, with a minimum of 35 PSI). Kraftsman will supply automated water fill control system.

- Proper drain line to within 5' of edge of filtration equipment area for backwash discharge from filters and overflow from holding tank. Minimum of 8" size is to be provided.

- Storm drain line to within 5' of holding for overflow. Kraftsman will connect drain boxes from SplashDeck to holding tank.

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.

Subject: Credit Card Terms**Date:**

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.

Subject: Bonding**Date:**

Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

Subject: Building Permits**Date:**

- Building permits are not included or provided.

- Engineer stamped plans for concrete and filtration are included.

- Submittals and reviews for State of Texas ADA compliance and inspections are not included.

Additional charges will apply if these services are provided and / or required for completion of the project.

Subject: Site Work**Date:**

- Proper/Positive drainage of the area is to be completed by others prior to start of construction by Kraftsman.

- Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.



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Subject: Locating for Underground Utilities

Date:

- 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.

Subject: Items Not Included

Date:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete SplashDeck surfacing.
- 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.

Subject: Insurance Terms

Date:

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.

Subject: Sales Tax

Date:

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.

Subject: Installation

Date:

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.

Subject: Filtration Spec: High Rate Sand Filtration

Date:

Pumping, Filtration, and Water Treatment System, self-priming pump with integral large capacity clear top strainer; high rate sand filters with manual backwash valve, connected to Play Feature manifolds, pressure relief "dump" valve connected to holding tank. Chemtrol CH250 Chemical Controller with auto safety shutdown, Liquid Muriatic Acid pH treatment system and Liquid chlorine treatment system. Dynamic Sequencing Controller connected to feature valves, and motor starter.

Subject: Start Up & System Training

Date:

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.

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Subject: Project Completion**Date:**

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.

Subject: Delivery and Unloading**Date:**

Kraftsman is responsible for insuring 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.

Subject: Monthly Progress Billings**Date:**

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 & Handling:



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General Terms and Conditions

Sold To: Denton, City of

Ship To: Denton SplashPark - Gene Young Park

Terms: Percentage Completed Draws Monthly

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: _____

Pat Kennedy

Date: May 25, 2017

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!