



Kraftsman

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

QUOTE #Q82686

Date: 10/19/2024

Project: 29125

Created By: David Ondrias

Quote Name: 2024 Updated WS for Bayfront

BILL TO

Port Lavaca, City of ☎ 361-827-3601
 Mrs. Jody Weaver ☎ 361-552-6062
 Port Lavaca Bayfront Park SplashPark Sail
 PO Box 105
 Port Lavaca, TX 77979

Terms:
 Percentage Completed Draws

SHIP TO

Port Lavaca, City of ☎ 361-827-3601
 Mrs. Jody Weaver
 Port Lavaca Bayfront Park SplashPark Sail
 723 E. Main
 E Main St & S Commerce St
 Port Lavaca, TX 77979

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
-----	------	-------------	------	--------	-------	------------	------------

	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22 Triangular Sail Shade Structure Option Drawing KPS-29125, Option 1, Sheet K.5, Dated 3/27/2023					
1	KSHADESAIL	* Custom Shade Design Triangular Sail Shade, 1 sail approx. 40'x40'x40' with Stainless Steel cables, clamps & quick tension / Stainless Steel Hardware release mechanisms, 3 columns hot dipped galvanized with eave heights of 14" and 10" on base plates mounted below surface, by Superior Shade. Pre-Fabricated Ready To Assemble Components; Superdurable Polyester TGIC 6 mil thick Powder Coated Framework "Using SRP's Standard Framing Color Options PROPOSED 40'x40x40' TRIANGLE SAIL SHADE - EAVE HEIGHTS: 10', 10', 14' TOTAL POST HEIGHTS: 10.5', 10.5', 14.5' C1 (1) COLUMN: 10" SCH 40 @ 10'L + 6" RECESS TO BASE PLATE. C2 (1) COLUMN: 10" SCH 40 @ 14'L + 6" RECESS TO BASE PLATE. C3 (1) COLUMN: 10" SCH 40 @ 10'L + 6" RECESS TO BASE PLATE. FRAME COLOR: TBD SHIPPING WEIGHT: 2353 LBS (260333)	40'x40'x40'			\$31,432.00	\$31,432.00

* Hot dipped galvanized material can be expected to have imperfections such as textured surfaces, surface protrusions, uneven surfaces where the zinc material gathers, and appearance variances in each part. These are common in hot dipped galvanized material and do not have an effect on the life span of the galvanized coating. SRP will not warranty cosmetic imperfections on hot dipped galvanized product. SRP does not recommend powder coating over hot dipped galvanized product. Outgassing can occur when applying powder coating over galvanized steel, especially hot dipped galvanized, which can affect the adhesion and continuity of the coating. Cosmetic imperfections and adhesion problems may occur that will not be covered under SRP warranty. We are not saying you can't powder coat over the hot dipped galvanized part, we are simply saying we do not recommend it and will not cover the imperfections.

Initials _____



Kraftsman

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

QUOTE #Q82686

Date: 10/19/2024

Project: 29125

Created By: David Ondrias

Quote Name: 2024 Updated WS for Bayfront

Page 2 of 6

1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade		\$1,600.00	\$1,600.00
2	FOUND-CUST	Custom Concrete Foundation	4.5x4.5x3'	\$4,658.00	\$9,316.00
1	FOUND-CUST	Custom Concrete Foundation	5x5x3'	\$5,123.00	\$5,123.00

Item Subtotal: \$47,471.00

Shipping & Handling: \$3,685.94

Discount: -\$4,493.79

Equipment Subtotal: \$46,663.15

Tax: \$0.00

Install: \$16,437.95

Total: \$63,101.10

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.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Patching of existing concrete decorative coatings, staining, coloring, or surfacing if any existing concrete deck is removed during excavation for piers.
- Removal of existing equipment.

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.

Initials _____



Kraftsman

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

QUOTE #Q82686

Date: 10/19/2024

Project: 29125

Created By: David Ondrias

Quote Name: 2024 Updated WS for Bayfront

Page 3 of 6

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 by 811 prior to work done by Kraftsman. 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: Haul off of soil and concrete spoils from project site; or distribution and leveling of any excess soils from excavation, if there is an area approved by customer for filling low areas on the facility. Assembly of all frame work, installation of fabric and cable system, and all equipment necessary for installation.

Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

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.

Initials _____



Kraftsman

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

QUOTE #Q82686

Date: 10/19/2024

Project: 29125

Created By: David Ondrias

Quote Name: 2024 Updated WS for Bayfront

Page 4 of 6

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

Building Permits:

- Building permits are not included or provided.
- Engineer stamped plans are included.

Canopy Lead Times:

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

Shade Sails - the lead time for the shade columns to ship is 8-10 weeks, and 8-10 weeks to manufacture sail fabrics once posts are installed and measurements sent to the factory.

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. □

Sub Surface Conditions:

The owner shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions or pour soil bearing capacity, less than 3000 PSF or a water table higher than 10 ft below finished grade. If material is so large or so large or cumbersome that it cannot be removed with a mini excavator, then that part of excavation that requires other methods of removal or remediation such as, but not limited to, shoring, pneumatic jack hammer, backhoe, hydraulic rock breaker, or dynamite, will be billed on a time and material basis.

Storage Fees:

Please review lead times for production and shipping, If for whatever reason customer or customer's site is not ready for installation of product within 4 weeks of arrival from manufacturer at Kraftsman warehouse, a storage fee equal to 2% of the product will be incurred monthly to be paid at time of installation.

Initials _____



Kraftsman

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

QUOTE #Q82686

Date: 10/19/2024

Project: 29125

Created By: David Ondrias

Quote Name: 2024 Updated WS for Bayfront

Page 5 of 6

Concealed Conditions:

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as herein above defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Extra Work & Deviations from Original Contract Work:

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as herein above specified, the costs of such deletion(s), modification(s), or addition (s) shall be added to or deducted from the contract price, as herein above defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in a writing signed by Owner and Contractor prior to any obligation in kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

Initials _____



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

QUOTE #Q82686

Date: 10/19/2024

Project: 29125

Created By: David Ondrias

Quote Name: 2024 Updated WS for Bayfront

General Terms and Conditions

Bill To:

Port Lavaca, City of

Ship To:

Port Lavaca, 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 19, 2024

David Ondrias

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!