



AGENDA
WATAUGA ECONOMIC DEVELOPMENT CORPORATION
SPECIAL MEETING
7105 WHITLEY ROAD, WATAUGA, TEXAS 76148
TUESDAY, JANUARY 7, 2020
6:00 PM

CALL TO ORDER

PUBLIC TESTIMONY Members of the public are invited and encouraged to attend all public meetings of the Watauga Economic Development Corporation that are not closed to the public in accordance with the Texas Open Meetings Act. It is the desire of the Board that citizens actively participate in the City's governance system and processes. Public input to the Board is encouraged during the Public Testimony, Public Hearings, or Action Item sections of a meeting agenda. Individuals desiring to speak during Public Testimony shall be called upon to speak only after completing a Request to Speak form provided. The Request to Speak form for Public Testimony shall be submitted to the administrative staff prior to speaking. Individuals desiring to speak on an agenda item or during a public hearing shall submit the Request to Speak form prior to the introduction of that respective item by the Chair. Once the form is received by administrative staff, the individual shall be recognized and called upon by the Chair prior to speaking. Any public testimony must occur prior to formal action being taken by the Board. The Chair shall have the power to suspend citizen comments at any time during the meeting to preserve the order and efficiency of the meeting. Reasonable time limitations may be placed on public testimony by the presiding officer in order to conduct an efficient and effective public meeting.

NEW BUSINESS

1. Discuss and consider action to authorize the City Manager to execute a Buy Board contract with Kraftsman Commercial Playgrounds & Water Parks for construction of the splash pad project upon approval by the Watauga City Council
2. Discuss and consider action to authorize the City Manager to execute a Buy Board contract with Kraftsman Commercial Playgrounds and Water Parks for the Capp Smith Park Musical Area

ADJOURNMENT

Meeting Notices and Reservation of Rights

The Watauga Economic Development Corporation Board of Directors may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code if the requisite information is otherwise posted; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government

Code (as applicable) when determined necessary by the to address a subject matter on the agenda. Action, if any, will be taken in open session.

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city council, boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the city council, boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that city council, body, board, commission or committee subject to the Texas Open Meetings Act.

NOTICE

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (817) 514-5825, OR FAX (817) 514-3625.

I, Andrea Gardner, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, January 3, 2019, before 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Andrea Gardner, City Secretary





AGENDA MEMORANDUM

DATE: December 12, 2019

TO: Watauga Economic Development Corporation Directors

FROM: Sal Torres, Parks and Community Services Director

SUBJECT: Discuss and consider action to authorize the City Manager to execute a Buy Board contract with Kraftsman Commercial Playgrounds & Water Parks for construction of the splash pad project upon approval by the Watauga City Council

BACKGROUND/INFORMATION:

On June 18, 2019, the WEDC conducted a public hearing in compliance with Texas Local Government Code and took action to recommend approval of the City of Watauga Economic Development Grant Agreement for the construction of the splashpad project. On July 8, 2019, the City Council approved Resolution No. 2019-004 authorizing the grant agreement.

Texas Local Government Code Chapter 252 requires board and Council approval of expenditures in excess of \$50,000.

A quote by Kraftsman Commercial Playgrounds & Water Parks which covers the construction of the splashpad. This quote is utilizing Buyboard Contract # 592-19. The City is a member of Buyboard and per authority granted by Local Government Code Section 271.102 and Texas Government Code Chapter 791, government entities may utilize cooperative purchasing between local government entities and cooperative purchasing organizations. The code is designed to allow government entities to utilize contracts for products and services that have already gone through the bid process, thereby meeting all State and Local purchasing laws and requirements. The City as a member, may utilize contracts offered through the purchasing cooperative, thus enhancing the purchasing power.

FINANCIAL IMPLICATIONS:

Funding for the project is provided by bond issuance to be repaid based on the Economic Development Grant Agreement terms and conditions.

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the WEDC Board take action to approve the contract with Kraftsman Commercial Playgrounds & Water Parks and recommend approval of



AGENDA MEMORANDUM

the same to the Watauga City Council in an amount not to exceed \$699,905.22.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Splash Park Rendering
2. Resolution NO 2019-004
3. SPLASHPAD - KRAFTSMAN QUOTE (SPLASHPAD) - JANUARY COUNCIL & WEDC MEETING
4. SPLASHPAD - PURCHASING RIDER - JANUARY COUNCIL & WEDC MEETING
5. SPLASHPAD - FORM 1295 KRAFTSMAN - JANUARY COUNCIL & WEDC MEETING

REVIEWED BY:

George Hyde, Legal
Sal Torres, Parks and Community Services Director
Sandra Gibson, CGFO, CGFM, Director of Finance
Andrea Gardner, City Manager
Approved as to form for inclusion on Agenda

Approved - 1/2/2020
Approved - 1/2/2020
Approved - 1/3/2020
Final Approval - 1/3/2020

Watauga Capp Smith Park SplashPark Watauga, Texas

Project No. 19242
CONCEPTUAL DOCUMENTS - OPTION 3
September 2019

PREPARED BY:
KRAFTSMAN LP



19535 Haude Road
Spring, TX 77388
800.451.4869
www.KraftsmanPlay.com

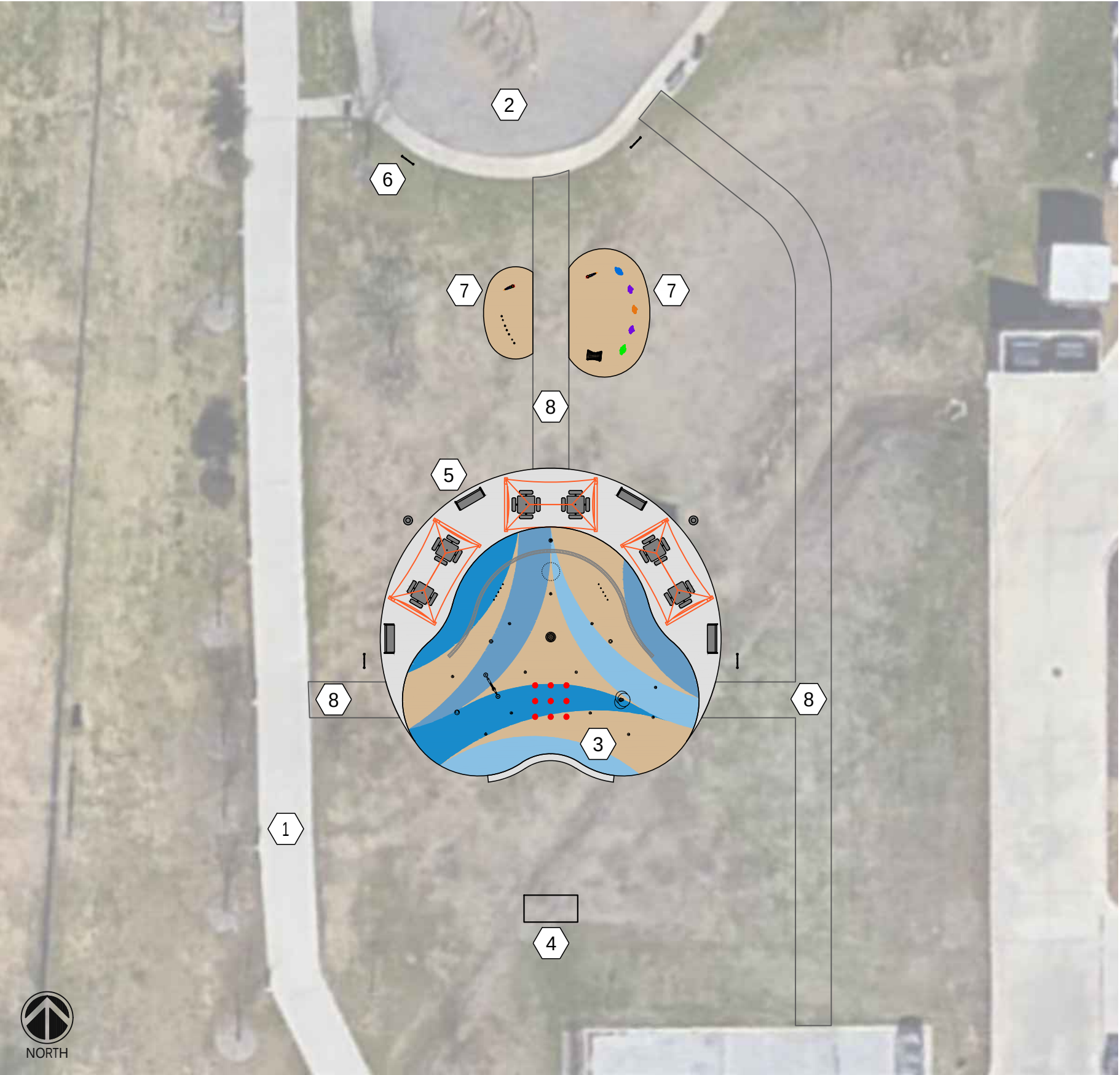
SHEET INDEX	
SHEET NO.	DESCRIPTION
K100	Cover Page
PD100	Site Plan
PD101	SplashPark Concept
PD102	Feature Examples
PD103	Feature Examples
PD104	Amenities Examples
PD200	Musical Play Concept



OPTION 3

LEGEND:

1	EXISTING SIDEWALK TO REMAIN
2	EXISTING PLAYGROUND TO REMAIN
3	PROPOSED SPLASHPARK W/SEATWALL
4	PROPOSED ALUMINUM ENCLOSURE
5	PROPOSED SEATING AREA W/AMENITIES
6	PROPOSED BICYCLE RACK
7	PROPOSED MUSICAL PLAY AREA
8	SIDEWALK BY OTHERS



Watauga Capp Smith Park SplashPark
Watauga, Texas

PROJECT NO.
19242

VIEW
Site Plan

DESIGNER
MZZ
DATE
09-23-19

SHEET NO.
PD100
OPTION
3

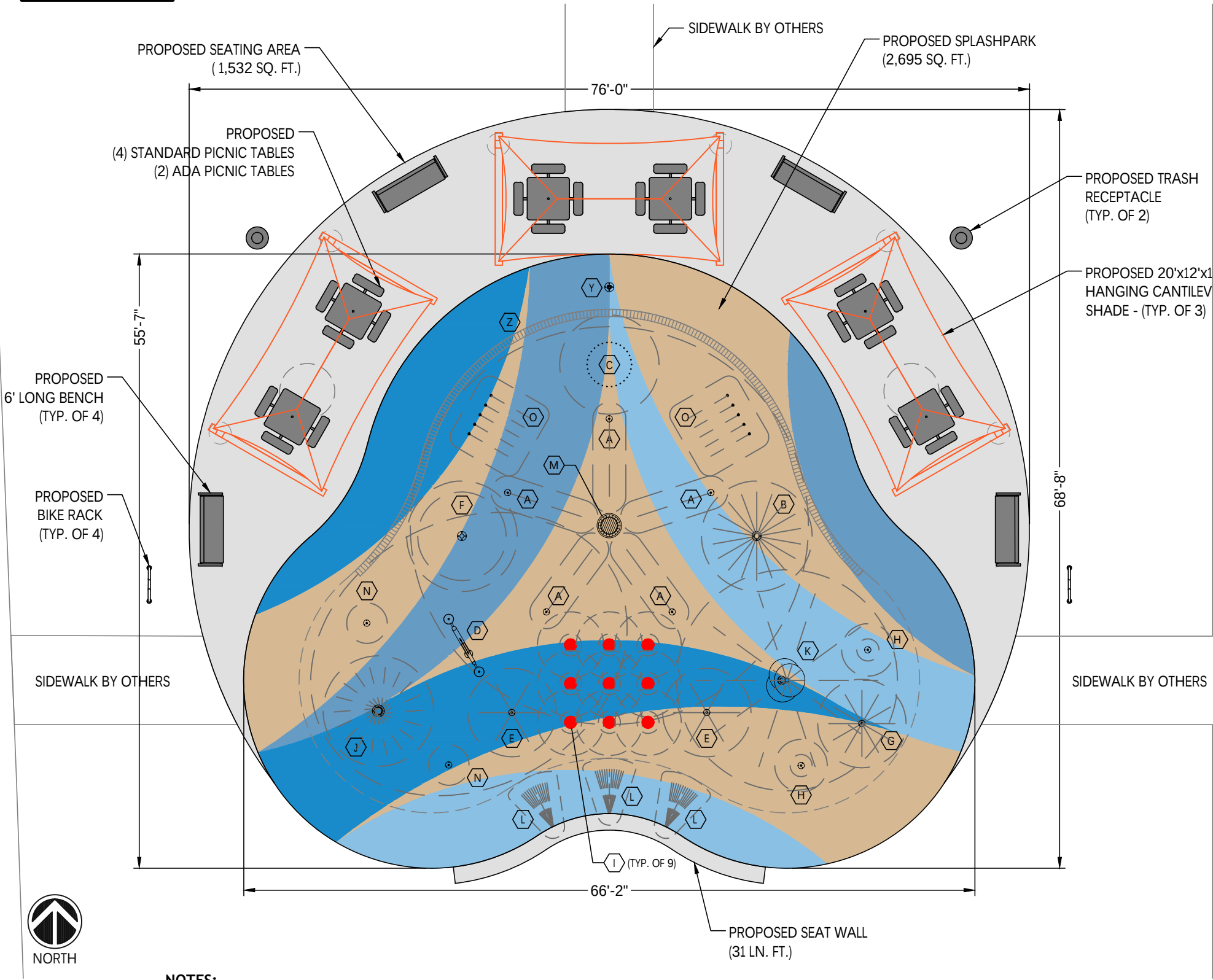


kraftsmanplay.com
800.451.4869
SCALE
NTS
SALES REP
Pat Kennedy

Note: Drawing should not be scaled unless in its original 11" x 17" printed format

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

OPTION 3



NOTES:

- 1. 5'-0" OVERSPRAY BUFFER INCLUDED AT EDGE OF SPLASH DECK.
- 2. AVERAGE FLOW RATE DURING OPERATION VARIES BASED ON SPRAY FEATURE SEQUENCING. FLOW RATE FOR TYPICAL SEQUENCING CYCLES AVERAGES 60% OF MAXIMUM TOTAL FLOW RATE.
- 3. CONCRETE IS RECOMMENDED TO NOT EXCEED A 2% SLOPE TO ALLOW FOR ADA COMPLIANCE. THE DROP IS RECOMMENDED TO BE AT LEAST 2" FOR PROPER DRAINAGE.

FEATURE SCHEDULE			
SYMBOL	DESCRIPTION	QTY	GPM
A	W006C AQUA ARCH 4' HIGH - 7' THROW 2 GPM @ 3 PSI	5	10
B	W040 WATER WEB 2'-10" HIGH - 8' SPREAD 16 GPM @ 2 PSI	1	16
C	W012C WATER CAGE 4' HIGH 18 GPM @ 3 PSI	1	18
D	C002 FLING BUCKET 13' HIGH 15 GPM @ 8 PSI	1	15
E	W036C BABY LONG LEGS 4' HIGH 3 GPM @ 3 PSI	2	6
F	W010 MUSHROOM MAZE 3' HIGH - 8' SPREAD 40 GPM @ 3 PSI	1	40
G	W057 WATER SPROUT 2' HIGH - 6' SPREAD 4 GPM @ 1 PSI	1	4
H	W071 WATER FLOWER 1' HIGH - 2' SPREAD 10 GPM @ 1 PSI	2	20
I	FIAC-1000-JC FOUNTAIN IN A CAN JET CLUSTER NOZZLE W/ LED LIGHTING W/ PERIMETER DRAIN W/ JUNCTION BOX 6' HIGH 7 GPM	9	63
J	W093 WATER WEAVE 4' HIGH - 8' THROW 14 GPM @ 2 PSI	1	14
K	C003 ORBIT 13'-4" HIGH 15 GPM @ 6 PSI	1	15
L	W124 PONY TAIL WALL-MOUNTED 1' HIGH - 4' THROW 10 GPM @ 4 PSI	3	30
M	W186-LC TIDAL BARREL 15'-10" HIGH - 36' SPREAD LINE 1: 7-20 GPM @ 5 PSI LINE 2: 0.5 GPM @ 30 PSI	1	20
N	W280 POPP DROPP 4' HIGH 3 GPM @ 7 PSI	2	6
O	W097C-5 OVER N' UNDER-5 4' HIGH - 4' THROW 10 GPM @ 3 PSI	2	20
Y	W009 TOUCH & GO WIRED ACTIVATOR	1	0
Z	TRENCH DRAIN (LOCATIONS BY INSTALLER)	1	71 L.F.
MAXIMUM TOTAL FLOW RATE: 297 GPM			
ESTIMATED OPERATING FLOW RATE: 178 GPM			
TOTAL SPLASHPARK AREA: 2,695 SQ. FT.			
MAXIMUM TOTAL OF USERS: 107			

Watauga Capp Smith Park SplashPark
Watauga, Texas



kraftsmanplay.com
800.451.4869

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Pat Kennedy

PROJECT NO.

19242

VIEW

DESIGNER

09-23-19

DATE

OPTION

3

SHEET NO.

PD101

Note: Drawing should not be scaled unless in its original 11" x 17" printed format

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

OPTION 3



FEATURE SCHEDULE			
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Watauga Capp Smith Park SplashPark
Watauga, Texas

PROJECT NO.
19242

VIEW
DESIGNER
MZB

DATE
09-23-19

OPTION
3



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800.451.4869

SCALE

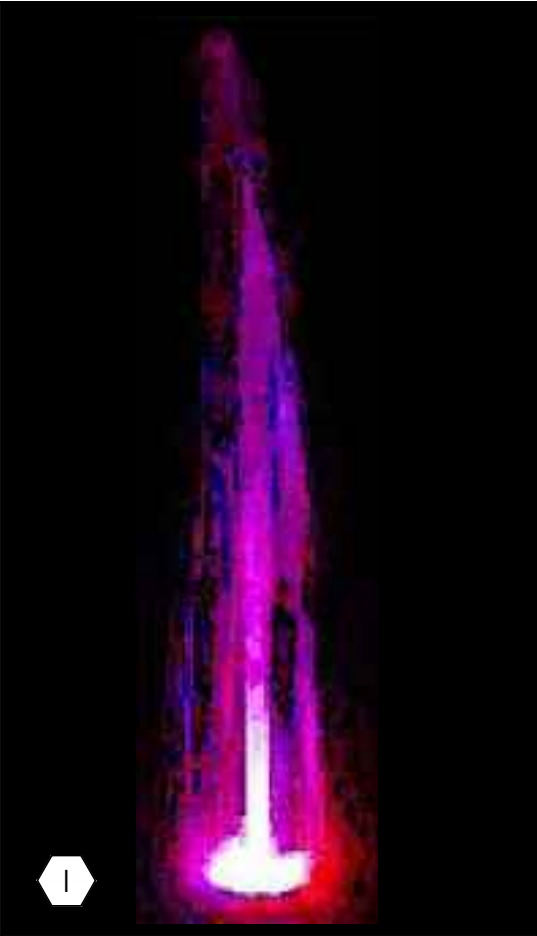
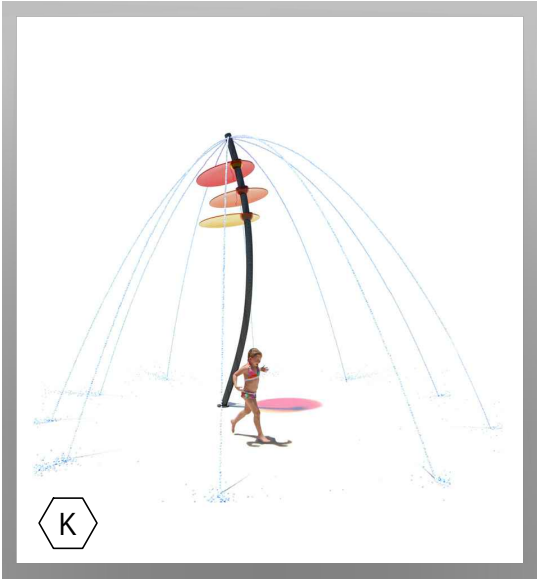
NTS

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Pat Kennedy

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PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

OPTION 3



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Watauga Capp Smith Park SplashPark
Watauga, Texas



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800.451.4869
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NTS
SALES REP
Pat Kennedy

PROJECT NO.

VIEW
DESIGNER

DATE

OPTION

SHEET NO.

19242

Feature Examples

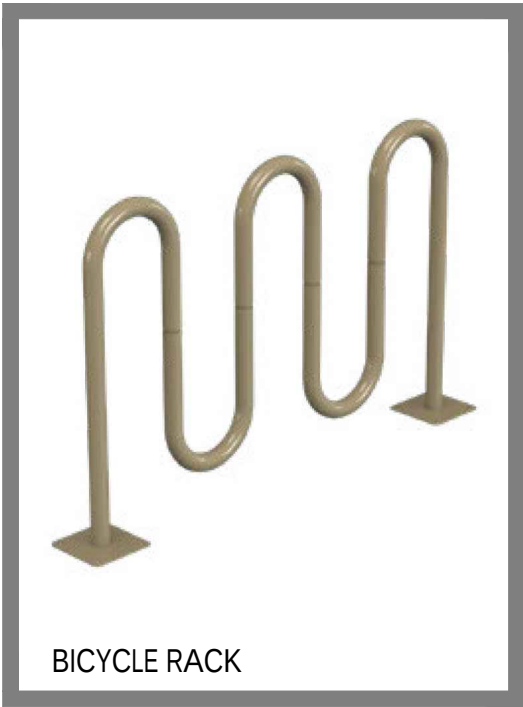
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PD103

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

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OPTION 3



Watauga Capp Smith Park SplashPark
Watauga, Texas

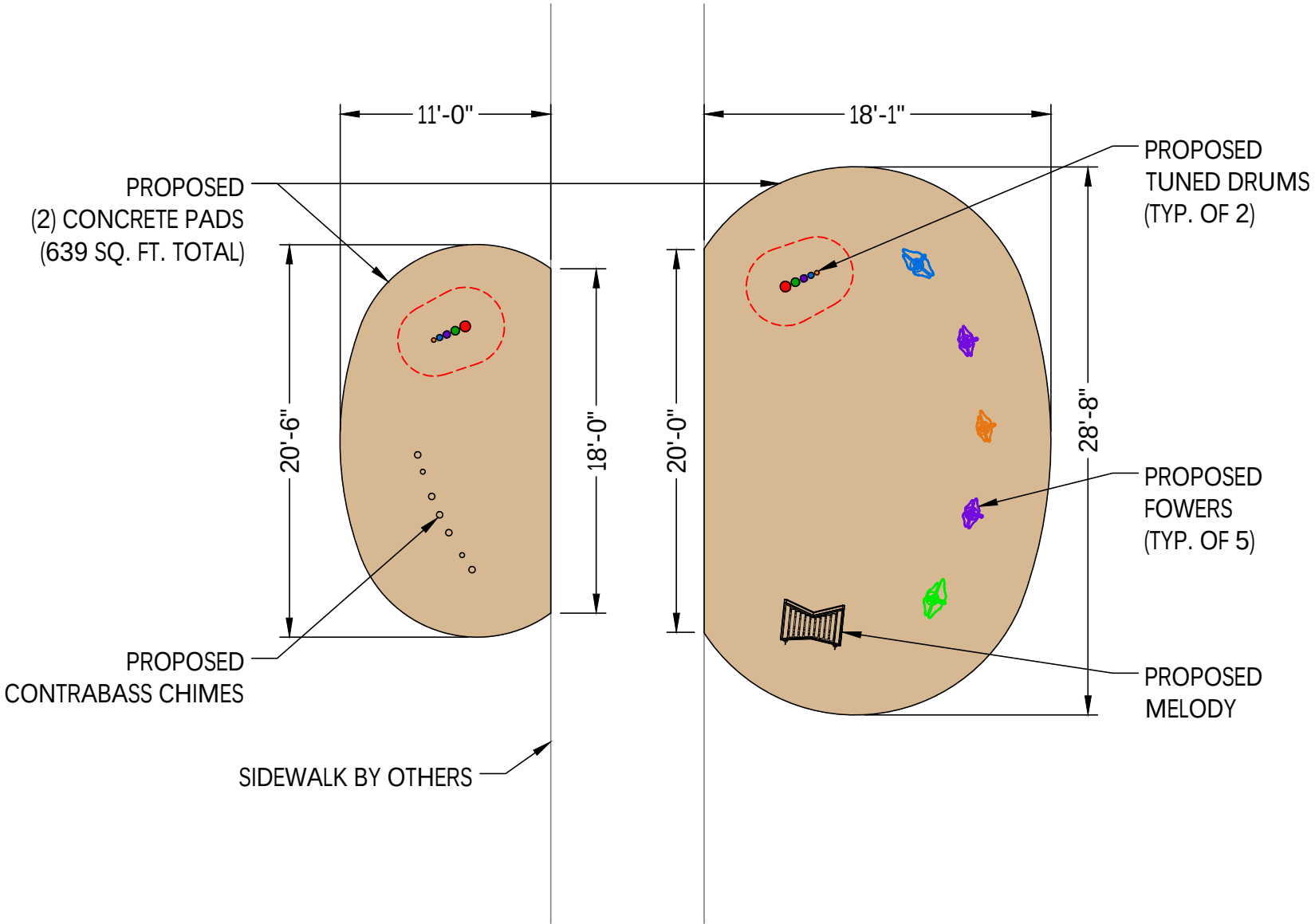
SHEET NO. PD104 3
OPTION
DATE 09-23-19
DESIGNER MZB
VIEW Amenities Examples
PROJECT NO. 19242

THE FUN BUILDERS
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KRAFTSMANPLAY.COM
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800.451.4869
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Pat Kennedy

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PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

OPTION 3



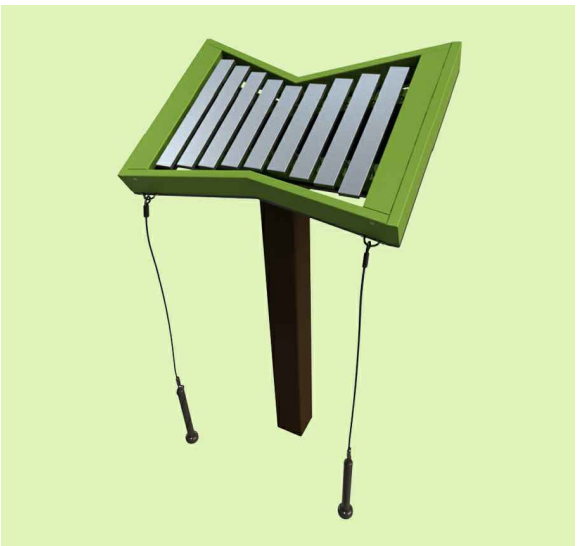
FLOWERS



TUNED DRUMS



CONTRABASS CHIMES



MELODY

Watauga Capp Smith Park SplashPark
Watauga, Texas



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800.451.4869

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PROJECT NO.

19242

VIEW

Musical Play Concept

DESIGNER

MZB

DATE

09-23-19

OPTION

3

SHEET NO.

PD200

Note: Drawing should not be scaled unless in its original 11" x 17" printed format

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2019-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, APPROVING A CITY OF WATAUGA ECONOMIC DEVELOPMENT GRANT AGREEMENT FOR THE INSTALLATION OF A SPLASHPAD BETWEEN THE WATAUGA ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF WATAUGA, TEXAS AND AUTHORIZING THE MAYOR OF THE CITY OF WATAUGA TO EXECUTE SAID AGREEMENT.

WHEREAS, the Watauga Economic Development Corporation (the “WEDC”) is a Type B Economic Development Corporation; and

WHEREAS, Texas Local Government Code Section 505.152 defines as an authorized “project” to include “...equipment... and improvements found by the board of directors to be... suitable for use for... public park purposes and events, including... parks and park facilities, open space improvements... and other related improvements that enhance any of the items described in this section.”; and

WHEREAS, the WEDC Board of Directors has determined that the installation of a splashpad is an authorized project as provided by Texas Local Government Code Section § 505.152; and

WHEREAS, the WEDC has agreed to allocate an amount of funds sufficient to cover the costs of constructing a splashpad within the boundaries of the City of Watauga; and

WHEREAS, the City Council of Watauga finds the splashpad will improve and enhance public facilities and parks for the community, and facilitate business recruitment, retention, and expansion efforts for the future benefit of the City of Watauga; and

WHEREAS, the City Council of Watauga further finds that the splashpad will promote and develop new and expanding business enterprises in the City of Watauga and improve the community; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for the good of the community, and necessary and proper for carrying out the authority granted by law to the City and the WEDC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watauga, Texas that:

I.

The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.

II.

The City of Watauga Economic Development Grant Agreement between the City of Watauga and the Watauga Economic Development Corporation is hereby in all things approved and authorized.

III.

The Mayor of the City of Watauga, Texas is hereby authorized to execute for and on behalf of the City of Watauga, and the City Secretary is hereby authorized to attest the Economic Development Grant Agreement between the City of Watauga, Texas, and the Watauga Economic Development Corporation, pertaining to the construction of a splashpad in the City of Watauga. A copy of such economic development agreement is attached hereto and made a part hereof for all purposes.

IV.

This Resolution shall be and is hereby cumulative of all other resolutions of the City of Watauga, Texas and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

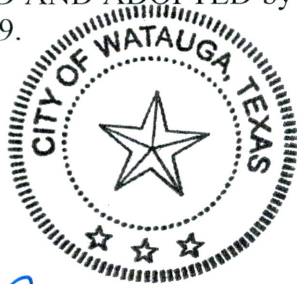
V.

If any section, subsection, sentence, clause or phrase of this resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

VI.

This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon approval thereof by the Mayor of the City of Watauga, Texas and publication hereof as prescribed by law.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas on this 8th day of July 2019.



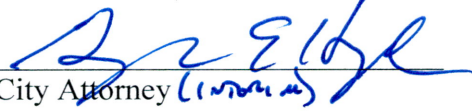
ATTEST:

Terri Johnson
Terri Johnson, Interim City Secretary

APPROVED

Arthur L. Miner
Arthur L. Miner, Mayor

APPROVED AS TO FORM AND LEGALITY:


City Attorney



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

Proposal #Q65519-1

Page: 1

Date: 1/3/2020

Project: 19242

By: Pat Kennedy

Sold To: Watauga, City of
Sal Torres
Watauga Capp Smith Park #592-19
7105 Whitley Rd
Watauga, TX 76148

Phone:

817-514-5890

Terms:

Percentage Completed Draws

Fax:

817-281-1568

P.O.#:

Ship To: Watauga, City of
Sal Torres
Watauga Capp Smith Park #592-19
5800 Block of Hightower
Watauga, TX 76148

Main Phone:

817-514-5890

Ship Via:

Mobile Phone:

817-235-9008

Key Map:

Total Ship Weight:

Qty	Product	Description	Size	Weight	Color
		SplashPark Drawing PD100.3, dated 9/23/19			
1	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19 Total BuyBoard Discount: \$-82,801.60.			
5	W006C	Aqua Arch™, Water Conserving. By: Water Odyssey.	2		
1	W040	Water Web™ (no activator). By: Water Odyssey.	8-16		
1	W012C	Water Cage™, Water Conserving. By: Water Odyssey.	18		N/A
1	C002	ColorCast™ Fling Bucket by Water Odyssey	10-20		
2	W036C	Baby Long Legs™, Water Conserving. By: Water Odyssey.	3		
1	W010	Mushroom Maze™ (no Activator). By: Water Odyssey.	30-40		
1	W057	Water Sprout™. By: Water Odyssey.	4		
2	W071	Water Flower™. By: Water Odyssey.	10		
9	FIAC-1000-JC	FIAC-1000 Series UL Listed Fountain-in-a-Can is a "pour in place" assembly containing a flush mount Jet Cluster spray effect and 360 degree illuminating LED light fixture. The assembly can be utilized for plaza style water features or may be used for interactive splash pads. By Water Odyssey	7		
1	W093	Water Weave™. By: Water Odyssey.	14		
1	C003	ColorCast™ Orbit by Water Odyssey	15		
3	W124	Pony Tail Spray by Water Odyssey - in ground	11		N/A
1	W186-LC	Tidal Barrel™, NO CONTROLLER, with top cover. By: Water Odyssey.	7-20		
2	W280	Popp Dropp™ By: Water Odyssey.	3		
2	W097C-5	Over N' Under™, Water Conserving (five nozzles). By: Water Odyssey.	24		N/A
1	W009	Touch & Go™ Vibration Bollard, Wired, Hockey Puck Style with handprint by Water Odyssey			



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

Proposal #Q65519-1

Page: 2

Date: 1/3/2020

Project: 19242

By: Pat Kennedy

1	WMF-24P	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; (24) 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		
1	KDSC-16-32	Custom DSC Based Filtration Controller with 16 hard-wired inputs and 32 outputs mounted in a NEMA4XX housing by Kraftsman		
1	CLED-10	The CLED Glow Dome Light Controller uses multifunction DMX control interface cards capable of independently controlling Lumen Series light Fixtures. Will Control up to 10 Lights. By: Water Odyssey		
		Max Total Flow Rate 297gpm Design Flow Rate 210 GPM		
2695	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	
2695	KRAFTKOAT W/ DESIGN	KraftKoat Spray Play Deck coating, 1000 SF minimum, modified cementious top coating concrete overlay, Provides slip resistance, cool deck surface (when used with light colored sealers) & architectural appearance. Multi color from selection of 19 standard colors w/design (Kraftsman to approve design, subject to price increase depending on intricacy of layout)	sf	choose up to 4
1532	CONC5RB	Concrete Pad, 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.		
1	SEAT WALL	Concrete seat wall	31lf	
71	TRENCH DRAIN	Cast concrete trench drain with flexible PVC grate cove, By AquaKraft	8"	choice
1	AKWFS400	Aquakraft Water Filtration System - 400 GPM		
1	PWA-30	Acid storage tank and delivery pump. Includes double wall holding tank, chemical pump and tubing. Can be installed above or below grade, By Aquakraft	30 gal.	
1	PWC-30	Chlorine storage tank and delivery pump. Includes double wall holding tank, chemical pump and tubing. Can be installed above or below grade, By AquaKraft	30 gal.	
1	WRHT4	Water Reservoir Holding Tank, 4000 Gallon, 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, delivered by AquaKraft	4000 Gallon	



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

Proposal #Q65519-1

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- | | | | | |
|---|-------------------------------|--|----------------------|----------|
| 1 | CRS-5 | Pulsar CRS System, 5 gallon container, with pumps. CRS™ improves water clarity and efficiently traps Crypto. Pulsar CRS should be used in conjunction with a proper sanitizer as another layer of protection in a total risk management program. Pulsar CRS works by trapping microorganisms such as Cryptosporidium in stable flocs that are carried to the filter media and then filtered out. Consult Health department guidelines for proper chlorine residuals, water balance and equipment maintenance should always be followed | 5 gal. | |
| 1 | 72H144W72D
- ALUM | Custom Aluminum above ground enclosure for manifolds up to 24 valves, valves, controller, and 300 GPM Filtration System. 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 Powder Coated Finish, with lockable door and ventilation louvers. By: Kraftsman | 72Hx14
4Wx72
D | 0 Choice |
| 1 | XL
ENCLOSURE
FOUNDATION | X-Large Enclosure Foundation for Filtration Aluminum above ground enclosure, up to 72"x 144" enclosure. By: Kraftsman | | |
| 3 | HC201210SG | 20x12x10 Hanging Cantilever Shade Canopy with Glide Elbow; will cover a 4 row x 15'L Bleacher, Surface Mount, designed to meet 93mph wind loads/5psf snow load, by Superior Shade | 20x12x
10 | |
| 6 | PIERS36X060 | Concrete piers, for pavilion & canopy columns, with anchor bolts set if required, with steel rebar reinforcement, By: Kraftsman | 36"
x60" | |
| 1 | MOBILIZATIO
N | Mobilization for SplashPark or Park area construction. By: Kraftsman | | |
| 1 | INSURANCE-
AI | Name customer as additional insured on General Liability Policy and processing of coverage. | | |
| 1 | CONSTDOCS | Construction documentation, plans & submittals. | | |
| 1 | ENG622 | Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade | | |
| 2 | T46WEBCLAS
S-3SMADA | WEB Style Classic Table, 46" x 57" Table Top, 3/4" #9 Expanded Metal Tops, Rolled Edges, 3 Attached Ribbed Steel Seats, 2 7/8" WEB frames, Surface Mt.. By: Superior Site Amenities | 46" x
57" | 246 |
| 4 | T46WEBCLAS
SPSM | WEB Style Classic 46" Square Table, 3/4" #9 Expanded Metal Tops, Rolled Edges, 4 Attached Ribbed Steel Seats, 2 7/8" WEB frames, Portable/Surface Mt. By Superior Site Amenities | 46" | 296 |
| 2 | TR32CLASSIC | 32 Gallon Trash Receptacle, Ribbed Steel. By Superior Site Amenities | 32
gallon | |
| 2 | FLATTOP32 | Flattop for TR 22 and TR 32, has 8" opening. By: Superior Site Amenities | | |



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2	LINER 32	Rigid Plastic Liner for TR 32 by Superior Site Amenities		5 black
4	B6WBMODCL ASSPSM	Modern Style 6 Ft. Bench with Contoured Back and Arms, Ribbed Steel, 2 7/8" Legs, Portable or Surface Mt by Superior Site Amenities	6'	230
2	MSBR3-SM	Wave Style Bike Rack, 3 hump, 61" long, 7 bike max, surface mount by Superior Site Amenities	7 bikes	choice
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation.		

Total: **\$699,905.22**



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By: Pat Kennedy

Special Terms and Conditions

Subject: Care, Maintenance, and Warranties

Date: 4/8/2019

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 of 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.

Subject: Acts of Nature

Date: 4/8/2019

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.

Subject: Items Not Included

Date: 4/8/2019

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- 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.
- Utility connections
- sub-grade prep/moisture conditioning/flex base installation

Subject: Buy Board

Date: 4/8/2019

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

Subject: Sales Tax

Date: 4/8/2019

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: Insurance Terms

Date: 4/8/2019

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: Credit Card Terms

Date: 4/8/2019

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: Monthly Progress Billings

Date: 4/8/2019

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.

Subject: Shipping Charges

Date: 4/8/2019

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



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Date: 1/3/2020
Project: 19242
By: Pat Kennedy

Subject: Bonding

Date: 4/8/2019

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: 4/8/2019

- 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.

Subject: Delivery and Unloading

Date: 4/8/2019

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.

Subject: Site Work

Date: 4/8/2019

- 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.

Subject: Locating for Underground Utilities

Date: 4/8/2019

- 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: Installation

Date: 4/8/2019

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: Start Up & System Training

Date: 4/8/2019

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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Date: 1/3/2020

Project: 19242

By: Pat Kennedy

Subject: Project Completion

Date: 4/8/2019

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: Utilities

Date: 4/8/2019

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, 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: Filtration Spec: High Rate Sand Filtration

Date: 4/8/2019

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.



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Date: 1/3/2020

Project: 19242

By: Pat Kennedy

General Terms and Conditions

Sold To: Watauga, City of

Ship To: Watauga Capp Smith Park #592-19

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 Craftsman. 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 Craftsman Playground and Park Equipment until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Craftsman Playground & Park Equipment if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Craftsman Playground and Park Equipment 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.
5. Craftsman 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. Craftsman 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. 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 Craftsman'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 Craftsman'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 Craftsman, unless listed as individual line item in proposal.
9. Craftsman Playground and Park Equipment is not liable for damages to underground utilities during installation. It is the customers responsibility to locate all underground utilities.
10. 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 Craftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
11. This proposal may be withdrawn by Craftsman if not accepted within thirty (30) days.

Respectfully Submitted: _____

Pat Kennedy

Date: January 3, 2020

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!

GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a **specifically executed provision** within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS ("Governmental Rider") applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, ("Contract") (attached hereto) of (Kraftsman Commercial Playgrounds & Water Parks), ("Vendor"). The Contract involved in this Governmental Rider is described as follows:

(Watauga, Capp Smith Park Splash Pad)

Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

Multiyear Contracts. If the City's City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a

formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Disclosure of Litigation. Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

Cancellation. the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

Annual Vendor Performance Review. The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Tarrant County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned

subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

CITY OF WATAUGA, TEXAS

By: _____
Arthur L. Miner, Mayor

Date: _____

KRAETSMAN
Vendor
By: [Signature]
Name: KRIS SODERBERG
Title: VP
Date: 1/2/20

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kraftsman, LP
Spring, TX United States

Certificate Number:
2019-572261

Date Filed:
12/23/2019

Date Acknowledged:

1-2-20

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Watauga

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Capp Smith Park
sale and installation of SplashPark at Capp Smith Park

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Korey Soderberg, and my date of birth is 4/11/1978

My address is 19535 Haude Rd, Spring, TX, 77388, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 23rd day of Dec., 20 19
(month) (year)

Korey Soderberg
Signature of authorized agent of contracting business entity
(Declarant)



AGENDA MEMORANDUM

DATE: December 12, 2019

TO: Watauga Economic Development Corporation Directors

FROM: Sal Torres, Parks and Community Services Director

SUBJECT: Discuss and consider action to authorize the City Manager to execute a Buy Board contract with Kraftsman Commercial Playgrounds and Water Parks for the Capp Smith Park Musical Area

BACKGROUND/INFORMATION:

On June 18, 2019, the WEDC conducted a public hearing in compliance with Texas Local Government Code and took action to recommend approval of the City of Watauga Economic Development Grant Agreement for the construction of the splashpad project. On July 8, 2019, the City Council approved Resolution No. 2019-004 authorizing the grant agreement.

Texas Local Government Code Chapter 252 requires board and Council approval of expenditures in excess of \$50,000.

A quote by Kraftsman Commercial Playgrounds & Water Parks which covers the construction of the splashpad. This quote is utilizing Buyboard Contract # 592-19. The City is a member of Buyboard and per authority granted by Local Government Code Section 271.102 and Texas Government Code Chapter 791, government entities may utilize cooperative purchasing between local government entities and cooperative purchasing organizations. The code is designed to allow government entities to utilize contracts for products and services that have already gone through the bid process, thereby meeting all State and Local purchasing laws and requirements. The City as a member, may utilize contracts offered through the purchasing cooperative, thus enhancing the purchasing power.

A rendering of the location of the musical area is on page 2 of the 2nd attachment and the conceptual plan is located on page 7 of the 2nd attachment.

FINANCIAL IMPLICATIONS:

Funding for the project is provided by bond issuance to be repaid based on the Economic Development Grant Agreement terms and conditions.

RECOMMENDATION/ACTION DESIRED:



AGENDA MEMORANDUM

Staff respectfully requests the WEDC Board approve the expenditure for the musical area of the project and recommend approval of the expenditure to the Watauga City Council in an amount not to exceed \$43,266.24.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Splash Park Rendering
2. WEDC resolution
3. SPLASHPAD MUSICAL EQUIPMENT - KRAFTSMAN QUOTE - JANUARY COUNCIL & WEDC MEETING
4. SPLASHPAD MUSICAL EQUIPMENT - PURCHASING RIDER - JANUARY COUNCIL & WEDC MEETING
5. SPLASHPAD - FORM 1295 KRAFTSMAN - JANUARY COUNCIL & WEDC MEETING

REVIEWED BY:

George Hyde, Legal

Sal Torres, Parks and Community Services Director

Sandra Gibson, CGFO, CGFM, Director of Finance

Andrea Gardner, City Manager

Approved as to form for inclusion on Agenda

Approved - 1/2/2020

Approved - 1/2/2020

Approved - 1/3/2020

Final Approval - 1/3/2020

Watauga Capp Smith Park SplashPark Watauga, Texas

Project No. 19242
CONCEPTUAL DOCUMENTS - OPTION 3
September 2019

PREPARED BY:
KRAFTSMAN LP



19535 Haude Road
Spring, TX 77388
800.451.4869
www.KraftsmanPlay.com

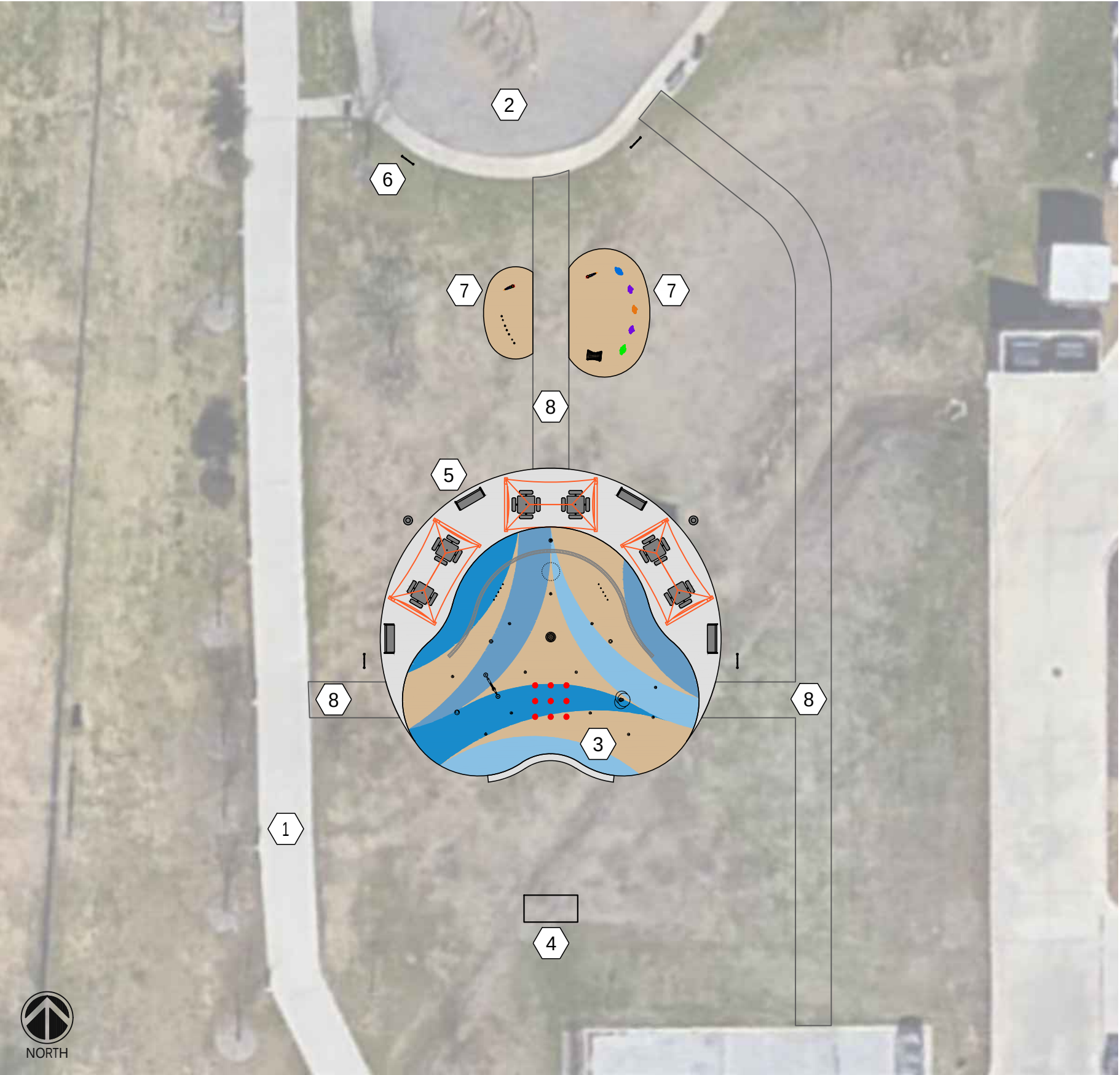
SHEET INDEX	
SHEET NO.	DESCRIPTION
K100	Cover Page
PD100	Site Plan
PD101	SplashPark Concept
PD102	Feature Examples
PD103	Feature Examples
PD104	Amenities Examples
PD200	Musical Play Concept



OPTION 3

LEGEND:

1	EXISTING SIDEWALK TO REMAIN
2	EXISTING PLAYGROUND TO REMAIN
3	PROPOSED SPLASHPARK W/SEATWALL
4	PROPOSED ALUMINUM ENCLOSURE
5	PROPOSED SEATING AREA W/AMENITIES
6	PROPOSED BICYCLE RACK
7	PROPOSED MUSICAL PLAY AREA
8	SIDEWALK BY OTHERS



kraftsmanplay.com
800.451.4869

SCALE

NTS

SALES REP
Pat Kennedy

PROJECT NO.
19242

Watauga Capp Smith Park SplashPark
Watauga, Texas

VIEW
Site Plan

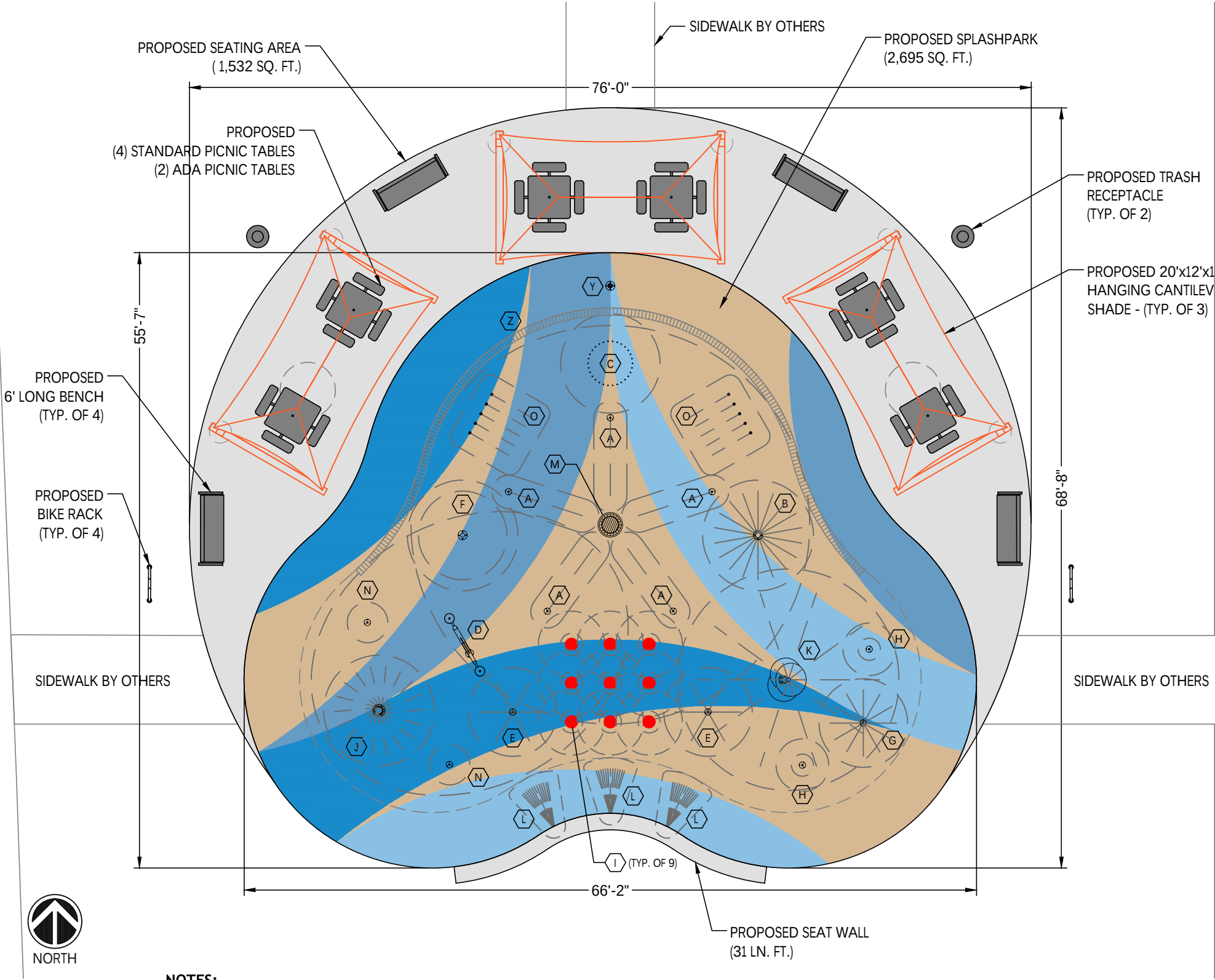
DESIGNER
MVB
DATE
09-23-19

SHEET NO.
PD100
OPTION
3

Note: Drawing should not be scaled unless in its original 11" x 17" printed format

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

OPTION 3



NOTES:

1. 5'-0" OVERSPRAY BUFFER INCLUDED AT EDGE OF SPLASH DECK.
2. AVERAGE FLOW RATE DURING OPERATION VARIES BASED ON SPRAY FEATURE SEQUENCING. FLOW RATE FOR TYPICAL SEQUENCING CYCLES AVERAGES 60% OF MAXIMUM TOTAL FLOW RATE.
3. CONCRETE IS RECOMMENDED TO NOT EXCEED A 2% SLOPE TO ALLOW FOR ADA COMPLIANCE. THE DROP IS RECOMMENDED TO BE AT LEAST 2" FOR PROPER DRAINAGE.

FEATURE SCHEDULE			
DESCRIPTION	QTY	GPM	
W006C AQUA ARCH 4' HIGH - 7' THROW 2 GPM @ 3 PSI	5	10	A
W040 WATER WEB 2'-10" HIGH - 8' SPREAD 16 GPM @ 2 PSI	1	16	B
W012C WATER CAGE 4' HIGH 18 GPM @ 3 PSI	1	18	C
C002 FLING BUCKET 13' HIGH 15 GPM @ 8 PSI	1	15	D
W036C BABY LONG LEGS 4' HIGH 3 GPM @ 3 PSI	2	6	E
W010 MUSHROOM MAZE 3' HIGH - 8' SPREAD 40 GPM @ 3 PSI	1	40	F
W057 WATER SPROUT 2' HIGH - 6' SPREAD 4 GPM @ 1 PSI	1	4	G
W071 WATER FLOWER 1' HIGH - 2' SPREAD 10 GPM @ 1 PSI	2	20	H
FIAC-1000-JC FOUNTAIN IN A CAN JET CLUSTER NOZZLE W/ LED LIGHTING W/ PERIMETER DRAIN W/ JUNCTION BOX 6' HIGH 7 GPM	9	63	I
W093 WATER WEAVE 4' HIGH - 8' THROW 14 GPM @ 2 PSI	1	14	J
C003 ORBIT 13'-4" HIGH 15 GPM @ 6 PSI	1	15	K
W124 PONY TAIL WALL-MOUNTED 1' HIGH - 4' THROW 10 GPM @ 4 PSI	3	30	L
W186-LC TIDAL BARREL 15'-10" HIGH - 36' SPREAD LINE 1: 7-20 GPM @ 5 PSI LINE 2: 0.5 GPM @ 30 PSI	1	20	M
W280 POPP DROPP 4' HIGH 3 GPM @ 7 PSI	2	6	N
W097C-5 OVER N' UNDER-5 4' HIGH - 4' THROW 10 GPM @ 3 PSI	2	20	O
W009 TOUCH & GO WIRED ACTIVATOR	1	0	Y
TRENCH DRAIN (LOCATIONS BY INSTALLER)	1	71 L.F.	Z
MAXIMUM TOTAL FLOW RATE: 297 GPM			
ESTIMATED OPERATING FLOW RATE: 178 GPM			
TOTAL SPLASHPARK AREA: 2,695 SQ. FT.			
MAXIMUM TOTAL OF USERS: 107			

Watauga Capp Smith Park SplashPark
Watauga, Texas

SHEET NO. PD101 3
DESIGNER MZB
DATE 09-23-19
VIEW
PROJECT NO. 19242

kraftsmanplay.com
800.451.4869

SCALE

NTS

SALES REP
Pat Kennedy

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Note: Drawing should not be scaled unless in its original 11" x 17" printed format

OPTION 3



FEATURE SCHEDULE			
⊙	DESCRIPTION	QTY	GPM
A	W006C AQUA ARCH 4' HIGH - 7' THROW 2 GPM @ 3 PSI	5	10
B	W040 WATER WEB 2'-10" HIGH - 8' SPREAD 16 GPM @ 2 PSI	1	16
C	W012C WATER CAGE 4' HIGH 18 GPM @ 3 PSI	1	18
D	C002 FLING BUCKET 13' HIGH 15 GPM @ 8 PSI	1	15
E	W036C BABY LONG LEGS 4' HIGH 3 GPM @ 3 PSI	2	6
F	W010 MUSHROOM MAZE 3' HIGH - 8' SPREAD 40 GPM @ 3 PSI	1	40
G	W057 WATER SPROUT 2' HIGH - 6' SPREAD 4 GPM @ 1 PSI	1	4
H	W071 WATER FLOWER 1' HIGH - 2' SPREAD 10 GPM @ 1 PSI	2	20
I	FIAC-1000-JC FOUNTAIN IN A CAN JET CLUSTER NOZZLE W/ LED LIGHTING W/ PERIMETER DRAIN W/ JUNCTION BOX 6' HIGH 7 GPM	9	63
J	W093 WATER WEAVE 4' HIGH - 8' THROW 14 GPM @ 2 PSI	1	14
K	C003 ORBIT 13'-4" HIGH 15 GPM @ 6 PSI	1	15
L	W124 PONY TAIL WALL-MOUNTED 1' HIGH - 4' THROW 10 GPM @ 4 PSI	3	30
M	W186-LC TIDAL BARREL 15'-10" HIGH - 36' SPREAD LINE 1: 7-20 GPM @ 5 PSI LINE 2: 0.5 GPM @ 30 PSI	1	20
N	W280 POPP DROPP 4' HIGH 3 GPM @ 7 PSI	2	6
O	W097C-5 OVER N' UNDER-5 4' HIGH - 4' THROW 10 GPM @ 3 PSI	2	20
Y	W009 TOUCH & GO WIRED ACTIVATOR	1	0
Z	TRENCH DRAIN (LOCATIONS BY INSTALLER)	1	71 L.F.
MAXIMUM TOTAL FLOW RATE: 297 GPM			
ESTIMATED OPERATING FLOW RATE: 178 GPM			
TOTAL SPLASHPARK AREA: 2,695 SQ. FT.			
MAXIMUM TOTAL OF USERS: 107			

Watauga Capp Smith Park SplashPark
Watauga, Texas

SHEET NO. PD102 3
DESIGNER MZB
DATE 09-23-19
VIEW
PROJECT NO. 19242
Feature Examples

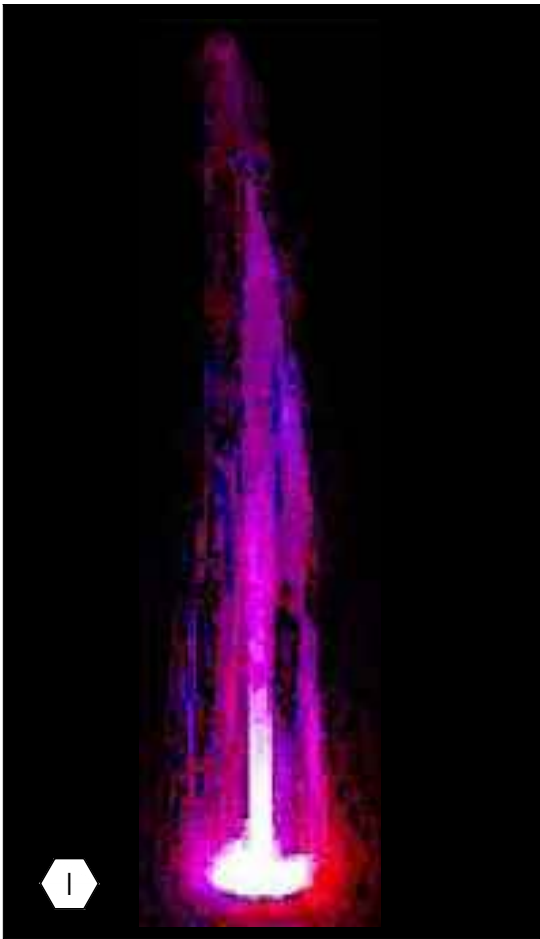
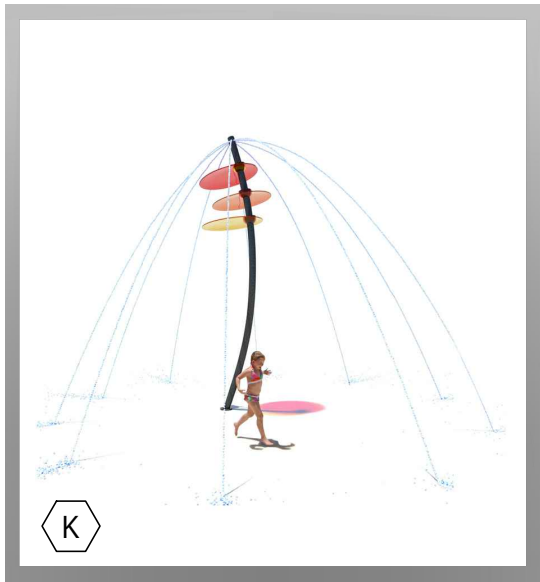


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800.451.4869

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NTS

SALES REP
Pat Kennedy

OPTION 3



FEATURE SCHEDULE			
⬡	DESCRIPTION	QTY	GPM
A	W006C AQUA ARCH 4' HIGH - 7' THROW 2 GPM @ 3 PSI	5	10
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F	W010 MUSHROOM MAZE 3' HIGH - 8' SPREAD 40 GPM @ 3 PSI	1	40
G	W057 WATER SPROUT 2' HIGH - 6' SPREAD 4 GPM @ 1 PSI	1	4
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I	FIAC-1000-JC FOUNTAIN IN A CAN JET CLUSTER NOZZLE W/ LED LIGHTING W/ PERIMETER DRAIN W/ JUNCTION BOX 6' HIGH 7 GPM	9	63
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M	W186-LC TIDAL BARREL 15'-10" HIGH - 36' SPREAD LINE 1: 7-20 GPM @ 5 PSI LINE 2: 0.5 GPM @ 30 PSI	1	20
N	W280 POPP DROPP 4' HIGH 3 GPM @ 7 PSI	2	6
O	W097C-5 OVER N' UNDER-5 4' HIGH - 4' THROW 10 GPM @ 3 PSI	2	20
Y	W009 TOUCH & GO WIRED ACTIVATOR	1	0
Z	TRENCH DRAIN (LOCATIONS BY INSTALLER)	1	71 L.F.
MAXIMUM TOTAL FLOW RATE: 297 GPM			
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TOTAL SPLASHPARK AREA: 2,695 SQ. FT.			
MAXIMUM TOTAL OF USERS: 107			

Watauga Capp Smith Park SplashPark
Watauga, Texas



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800.451.4869

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NTS

SALES REP
Pat Kennedy

PROJECT NO.
19242

VIEW
Feature Examples

DESIGNER
MZZB

DATE
09-23-19

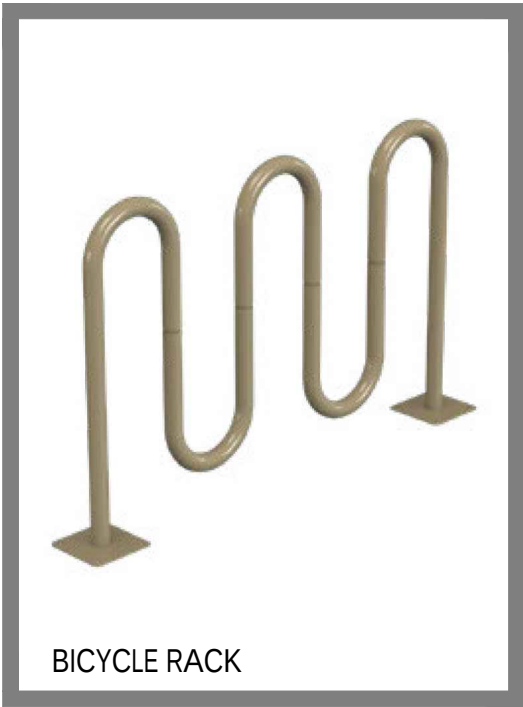
SHEET NO.
PD103

OPTION
3

Note: Drawing should not be scaled unless in its original 11" x 17" printed format

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

OPTION 3



Watauga Capp Smith Park SplashPark
Watauga, Texas

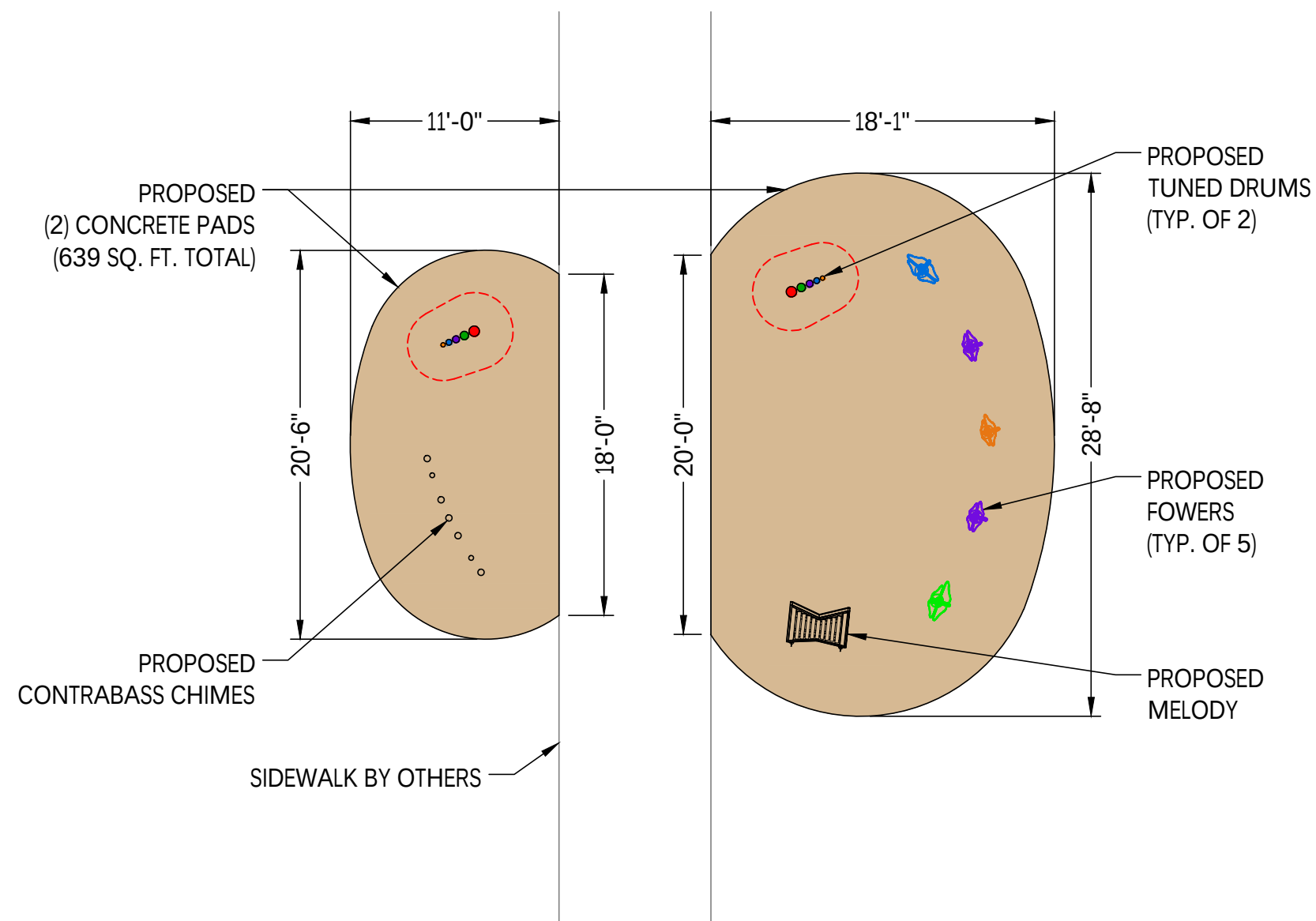
SHEET NO. PD104 3
OPTION
DATE 09-23-19
DESIGNER MZB
VIEW Amenities Examples
PROJECT NO. 19242

THE FUN BUILDERS
KRAFTSMAN
KRAFTSMANPLAY.COM
kraftsmanplay.com
800.451.4869
SCALE
NTS
SALES REP
Pat Kennedy

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PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

OPTION 3



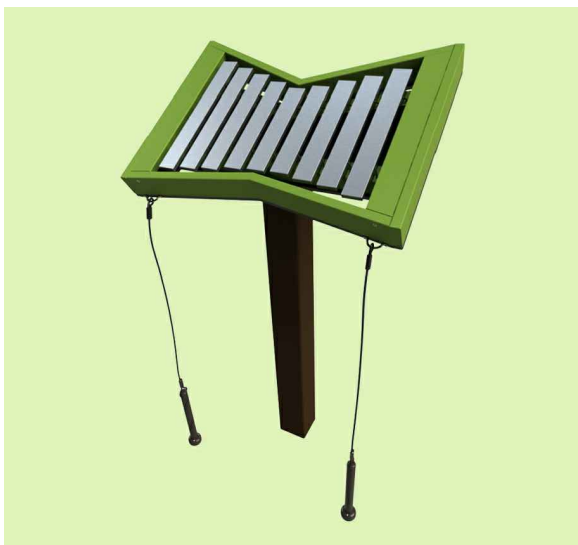
FLOWERS



TUNED DRUMS



CONTRABASS CHIMES



MELODY

Watauga Capp Smith Park SplashPark
Watauga, Texas



kraftsmanplay.com
800.451.4869

SCALE

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Pat Kennedy

PROJECT NO.
19242

VIEW
Musical Play Concept

DESIGNER
MJB

DATE
09-23-19

OPTION
3

SHEET NO.
PD200

Note: Drawing should not be scaled unless in its original 11" x 17" printed format

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

WATAUGA ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 19-06-18-01

A RESOLUTION OF THE WATAUGA ECONOMIC DEVELOPMENT CORPORATION, APPROVING AN ECONOMIC DEVELOPMENT GRANT AGREEMENT FOR THE INSTALLATION OF A SPLASHPAD BETWEEN THE WATAUGA ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF WATAUGA, TEXAS AND AUTHORIZING THE PRESIDENT OF THE WATAUGA ECONOMIC DEVELOPMENT CORPORATION TO EXECUTE SAID AGREEMENT.

WHEREAS, the Watauga Economic Development Corporation (the “WEDC”) is a Type B Economic Development Corporation; and

WHEREAS, Texas Local Government Code Section 505.152 defines as an authorized “project” to include “...equipment... and improvements found by the board of directors to be... suitable for use for... public park purposes and events, including... parks and park facilities, open space improvements... and other related improvements that enhance any of the items described in this section.”; and

WHEREAS, the WEDC finds that the installation of a splashpad is an authorized project as provided by Texas Local Government Code Section § 505.152; and

WHEREAS, the WEDC agrees to allocate an amount of funds sufficient to cover the costs of constructing a splashpad within the boundaries of the City of Watauga; and

WHEREAS, the WEDC finds the splashpad will improve and enhance public facilities and parks for the community, and facilitate business recruitment, retention, and expansion efforts for the future benefit of the City of Watauga; and

WHEREAS, the WEDC further finds that the splashpad will promote and develop new and expanding business enterprises in the City of Watauga and improve the community; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for the good of the community, and necessary and proper for carrying out the authority granted by law to the WEDC.

NOW, THEREFORE, BE IT RESOLVED by the Watauga Economic Development Corporation Board of Directors that:

I.

The WEDC hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the WEDC hereby incorporates such recitals as a part of this Resolution.

II.

The City of Watauga Economic Development Grant Agreement between the City of Watauga and the Watauga Economic Development Corporation is hereby in all things approved and authorized.

III.

The President of the WEDC is hereby authorized to execute for and on behalf of the WEDC, and the Secretary of the WEDC is hereby authorized to attest the Economic Development Agreement between the City of Watauga, Texas, and the Watauga Economic Development Corporation, pertaining to the construction of a splashpad in the City of Watauga. A copy of such economic development agreement is attached hereto and made a part hereof for all purposes.

IV.

This Resolution shall be and is hereby cumulative of all other resolutions of the WEDC and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

V.

If any section, subsection, sentence, clause or phrase of this resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

VI.

This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the Board of Directors of the WEDC, and upon approval thereof as prescribed by law.

PASSED AND ADOPTED by the Watauga Economic Development Corporation on this 18th day of June 2019.

APPROVED

Arthur L. Miner, President

ATTEST:

Becky Hartless, Secretary



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

Proposal #Q65518-1

Page: 1

Date: 1/3/2020

Project: 19242

By: Pat Kennedy

Sold To: Watauga, City of
Sal Torres
Watauga Capp Smith Park #592-19
7105 Whitley Rd
Watauga, TX 76148
Phone: 817-514-5890
Fax: 817-281-1568
Terms: P.O.#:
Percentage Completed Draws

Ship To: Watauga, City of
Sal Torres
Watauga Capp Smith Park #592-19
5800 Block of Hightower
Watauga, TX 76148
Main Phone: 817-514-5890
Mobile Phone: 817-235-9008
Ship Via: **Key Map:** **Total Ship Weight:**

Qty	Product	Description	Size	Weight	Color
		Musical Equipment			
1	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19 -19 Total BuyBoard Discount: \$-2,735.85.			
1	FN0001	Contrabass Chimes, set of 7 outdoor musical chimes with two mallet poles containing two mallets each by Superior Playgrounds			
1	MELD-IG-REC-SRP	Melody, xylophone style musical instrument, 9 notes with two attached mallets, recycled post, inground mount by Superior Playgrounds			
1	TD-IG-N-SRP	Tuned Drums, set of 5 drums, Inground Mount by Superior Playgrounds			
1	TD-IG-N-SRP	Tuned Drums, set of 5 drums, Inground Mount by Superior Playgrounds			
1	FWR-I-IG-SRP	Flower Shaped Bell Style Musical Instrument, 4 Notes, with attached mallet, inground or surface mount by Superior Playgrounds			Indigo
1	FWR-I-IG-SRP	Flower Shaped Bell Style Musical Instrument, 4 Notes, with attached mallet, inground or surface mount by Superior Playgrounds			orange
1	FWR-T-IG-SRP	Flower Shaped Bell Style Musical Instrument, 4 Notes, with attached mallet, inground or surface mount by Superior Playgrounds			turquoise
1	FWR-T-IG-SRP	Flower Shaped Bell Style Musical Instrument, 4 Notes, with attached mallet, inground or surface mount by Superior Playgrounds			Turquoise



Kraftsman

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

Proposal #Q65518-1

Page: 2

Date: 1/3/2020
Project: 19242
By: Pat Kennedy

1	FWR-Y-IG-SRP	Flower Shaped Bell Style Musical Instrument, 4 Notes, with attached mallet, inground or surface mount by Superior Playgrounds		Yellow
1	CONC4RB	Concrete Pad, 4" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.	639	
1	KRAFTKOAT	KraftKoat Spray Play Deck coating, 1000 SF minimum, modified cementious top coating concrete overlay. Coating is to provide slip resistance, cool deck surface (when used with light colored sealers) and architectural appearance. Single color from selection of 19 standard colors.	639	choice 1 of 19

Total: **\$43,266.24**



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

Proposal #Q65518-1

Page: 3

Date: 1/3/2020

Project: 19242

By: Pat Kennedy

Special Terms and Conditions

Subject: Buy Board

Date: 8/2/2018

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

Subject: Items Not Included

Date: 8/2/2018

"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.
- Excavation and Drainage 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.
- Shade systems or site amenities."

Subject: Sales Tax

Date: 8/2/2018

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: Insurance Terms

Date: 8/2/2018

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: Credit Card Terms

Date: 8/2/2018

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: Shipping Charges

Date: 8/2/2018

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

Subject: Bonding

Date: 8/2/2018

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

Subject: Delivery and Unloading

Date: 8/2/2018

If Installation is purchased: 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.



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

Proposal #Q65518-1

Page: 4

Date: 1/3/2020

Project: 19242

By: Pat Kennedy

Subject: Installation

Date: 8/2/2018

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

Subject: Project Completion

Date: 8/2/2018

"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

Shipping of equipment from factory will be approximately as follows:

- Standard Domestic Playground Equipment – 8-10 Weeks
- Custom Structures and those from overseas – 12-14 Weeks

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."

Subject: General Note(s)

Date: 8/2/2018

Pricing based on installation to be done at the time of construction of SplashPark.



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

Proposal #Q65518-1

Page: 5

Date: 1/3/2020
Project: 19242
By: Pat Kennedy

General Terms and Conditions

Sold To: Watauga, City of

Ship To: Watauga Capp Smith Park #592-19

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 Craftsman. 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 Craftsman Playground and Park Equipment until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Craftsman Playground & Park Equipment if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Craftsman Playground and Park Equipment 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.
5. Craftsman 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. Craftsman 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. 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 Craftsman'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 Craftsman'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 Craftsman, unless listed as individual line item in proposal.
9. Craftsman Playground and Park Equipment is not liable for damages to underground utilities during installation. It is the customers responsibility to locate all underground utilities.
10. 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 Craftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
11. This proposal may be withdrawn by Craftsman if not accepted within thirty (30) days.

Respectfully Submitted: _____
Pat Kennedy

Date: January 3, 2020

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!

GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a **specifically executed provision** within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS ("Governmental Rider") applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, ("Contract") (attached hereto) of (Kraftsman Commercial Playgrounds & Water Parks), ("Vendor"). The Contract involved in this Governmental Rider is described as follows:

(Capp Smith Park Musical Playground)

Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

Multiyear Contracts. If the City's City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication initiated by the proposed

Vendor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Disclosure of Litigation. Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

Cancellation. the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

Annual Vendor Performance Review. The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Tarrant County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned

subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

CITY OF WATAUGA, TEXAS

By: _____
Arthur L. Miner, Mayor

Date: _____

KRAFTSMAN
Vendor
By: [Signature]
Name: KEIS SODERBERG
Title: VP
Date: 1/2/20

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kraftsman, LP
Spring, TX United States

Certificate Number:
2019-572261

Date Filed:
12/23/2019

Date Acknowledged:

1-2-20

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Watauga

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Capp Smith Park
sale and installation of SplashPark at Capp Smith Park

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Korey Soderberg, and my date of birth is 4/11/1978

My address is 19535 Haude Rd, Spring, TX, 77388, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 23rd day of Dec., 20 19
(month) (year)

Korey Soderberg
Signature of authorized agent of contracting business entity
(Declarant)