



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
 WATER PARKS  
 19535 Haude Road  
 Spring, TX 77388  
 Phone: (281) 353-9599  
 kevina@kraftsmanplay.com

QUOTE #Q87685

Date: 02/26/2026

Project: 34917

Created By: Kevin Amacker

Quote Name: Feature Recoating and Replacements

## BILL TO

Deer Park, City of, Parks and Recreation ☎ 281-478-2067  
 Debra Culp  
 Dow Park SplashPark - Service  
 PO Box 700  
 Deer Park, TX 77536

Terms:  
 Net 30 days

## SHIP TO

Dow Park SplashPark - Service  
 610 E San Augustine St.  
 Deer Park, TX 77536

QTY	Code	Description	Size	Color	Unit Price	Ext. Price
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22				
1	SERVICE	Service to include: - Painting of the San Jacinto Monument, Allen Armadillo, and Billy Box Turle Features. - Rework/Repair of the San Jacinto Monument Internal Plumbing. - Replace Ground Spray Tops. - Replace the Cannon Ball Activator to include a Wired Activator Housing.				\$0.00
<b>Recoating of Features:</b>						
1	RWCOATING-3	Recoating of Existing Above Grade Water Feature in one solid color. Feature to be Recoated: Custom San Jacinto Monument			\$8,500.00	\$8,500.00
1	RWCOATING-1	Recoating of Existing Above Ground Water Feature in multiple colors. Feature to be recoated: Allen Armadillo.			\$2,500.00	\$2,500.00
1	RWCOATING-1	Recoating of Existing Above Ground Water Feature in multiple colors. Feature to be recoated: Billy Box Turtle.			\$2,500.00	\$2,500.00
<b>Rework/Repairs of San Jacinto Monument:</b>						
1	REWORK	Repairs to Internal plumbing of the San Jacinto Monument Feature. - Note: If internal plumbing is not the challenge, this price will cover a pressure test of the feature line. This will help determine the challenge with water pressure to this feature.			\$5,000.00	\$5,000.00
<b>Replace Feature Tops only:</b>						
1	W005C-B	Water Round, Water Conserving, Balance Only.			\$2,321.79	\$2,321.79
3	W006C-B	Aqua Arch, Water Conserving, Balance Only.			\$714.64	\$2,143.92
4	W011-B	Jet Way. Balance Assembly Only by Water Odyssey.			\$714.64	\$2,858.56
1	W036-B	Baby Long Legs, Balance Assembly Only.			\$1,036.07	\$1,036.07
1	W070-B	Water Crown™, balance assembly. By: Water Odyssey.			\$1,607.14	\$1,607.14
1	W093-B	Water Weave, balance only, by Water Odyssey			\$2,321.79	\$2,321.79
<b>Replace Cannon Ball Activator:</b>						
1	F6005	Cannon Ball Activator for Wired Activator Housing.			\$3,482.14	\$3,482.14



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Item Subtotal:	\$34,271.41
Shipping & Handling:	\$1,757.14
Discount:	<del>-\$2,502.14</del>
Equipment Subtotal:	\$33,526.41
Tax:	\$0.00
Install:	\$17,135.72
<b>Total:</b>	<b>\$50,662.13</b>



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## Special Terms and Conditions

### Items not included:

These items are not included (unless separately listed in line-items of proposal):

- Utility Connections.
- Site Prep and pad site.
- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Shade systems or site amenities.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- SplashDeck top surfacing/coating for slip resistance, colorization, or fall absorbency. (SplashDeck shall be Medium Broom Finished concrete for slip resistance.)
- Temporary security fence during construction.
- Storm Water Pollution Controls for project site.
- Safety wash station for chemical use area in filtration equipment enclosure if required.
- Anything not specifically listed in line items of proposal.

### Buy Board:

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

### Sales Tax Exempt:

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

### Insurance Terms:

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

### Credit Card terms:

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

### Shipping Charges

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

### No Bonding Included:

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

### Building Permits:

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

### Delivery and Unloading:

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



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## Force Majeure:

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

## Storage Fees:

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

## Scope of Work

This quote includes:

- The removal of the Features listed on the quote.
- The return of these features to the manufacturer for rework/recoating.
- The return freight of these features.
- Installation of the reworked/recoated features.

## Lead Times Drain Away SP:

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Water Odyssey - the lead time is 10 to 12 weeks



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## General Terms and Conditions

### 1. Scope of Work and Changes

- A. Scope of Work:** Kraftsman's obligations are limited to the products, equipment, and services expressly described in the accompanying proposal or quote. Items not specifically identified are excluded from the scope and remain the responsibility of the Customer unless added by written change order. If set forth and applicable, the proposal and quote contain all established BuyBoard program discounts per the BuyBoard contract noted in the quote/proposal.
- B. Exclusions:** Unless expressly listed as line items in the proposal, Kraftsman is not responsible for obtaining building permits, securing engineer-stamped plans, preparing or submitting materials for ADA compliance reviews or inspections, making modifications to existing equipment or structures beyond the defined scope of work, or relocating utilities. These items remain the responsibility of the Customer.
- C. Alterations and Extra Work:** Any alteration, deviation, or additional work outside the stated scope, that is requested or required, must be authorized in a written change order signed by both Customer and Kraftsman. No such work will be performed until the parties agree in writing to the associated adjustments in contract price, schedule, and, if applicable, other contract terms.
- D. Concealed Conditions:** If Kraftsman encounters concealed, unforeseen, or differing site conditions that materially affect cost, time, or means of performance, Kraftsman shall promptly notify Customer. Work affected by such conditions will be suspended until the parties execute a written change order providing for an equitable adjustment to the contract price, schedule, and, if necessary, other contract terms. Customer shall cooperate in good faith to approve such adjustments.

### 2. Payment Terms

- A. Price and Payment Schedule:** Payment shall be made in accordance with the schedule stated in the quote or proposal. Any scope of work that includes installation shall provide for monthly progress billing. All work completed and materials delivered or completed will be billed in the month completed. Unless otherwise agreed in writing, all invoices are due and payable within thirty (30) days of issuance. Kraftsman may suspend work or withhold further deliveries if payment is not received when due. Final payment shall be due upon substantial completion of the work and delivery of equipment, regardless of minor punch-list items.
- B. Taxes and Exempt Sales:** All prices quoted or invoiced are exclusive of sales, use, excise, or similar taxes. The Customer is responsible for paying any taxes that apply to the sale, purchase, or use of the products or services. If Kraftsman is required to collect and remit such taxes, the amount will be added to the invoice and must be paid by the Customer. If the Customer claims an exemption from sales tax, the Customer must provide Kraftsman with a valid and properly completed resale or exemption certificate before the sale. If the Customer fails to provide the required documentation, Kraftsman will charge and collect the applicable taxes. The Customer agrees to reimburse and hold Kraftsman harmless for any taxes, penalties, or interest assessed due to the Customer's failure to provide accurate exemption documentation or to comply with applicable tax laws.
- C. Late Payment:** Any amounts not paid when due shall accrue interest at the rate of 1.5% per month (18% annually) or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full. In addition, Kraftsman may suspend performance or withhold further deliveries until all past-due amounts, including accrued interest, are paid.
- D. Credit Card Payments:** Payments made by credit card are subject to a processing fee equal to the rate charged to Kraftsman by its merchant processor at the time of payment. Current rates are approximately 4% for Visa/MasterCard and 6% for American Express. Customers are encouraged to use ACH or check payments to avoid these fees.
- E. Retention of Title:** Title to all equipment shall remain with Kraftsman until payment in full has been received. If Customer fails to make payment when due, Kraftsman may, in addition to other remedies available at law or in equity, repossess the equipment and apply any payments received against costs, expenses, and losses incurred. Customer shall provide Kraftsman with reasonable access to recover such equipment. Nothing herein shall limit Kraftsman's right to pursue full recovery of the contract balance and associated costs.
- F. Attorney Fees:** If Kraftsman is required to pursue collection of past-due amounts or enforce any payment obligations under this Agreement, Customer shall be liable for all reasonable attorney fees, court costs, and collection expenses incurred by Kraftsman. These obligations are in addition to, and not in lieu of, interest or other remedies available under this Agreement or applicable law.

### 3. Delivery, Storage, and Installation

- A. Shipping Terms:** Unless otherwise stated in the proposal, all sales of products or equipment without installation are made **F.O.B. Kraftsman's shipping point**. Title and risk of loss pass to the Customer when the products are delivered to the carrier. Customer is responsible for freight, insurance during transit, and any unloading arrangements at the destination.
- B. Delivery and Unloading (with Installation):** If Kraftsman is responsible for installation, it will coordinate unloading and, if necessary, temporary storage of equipment prior to installation. Unless otherwise agreed in writing, storage will occur at Kraftsman's facility until equipment is needed on site. Customer shall ensure timely and suitable site access, including adequate space, ground conditions, and utilities for unloading and installation. Risk of loss or damage to equipment delivered to Customer's site shall pass to Customer upon delivery. Without installation, all products and equipment sold will be shipped FOB Origin.
- C. Inspection and Acceptance:** Customer must inspect all deliveries promptly upon arrival. Any claim for shortages, defects, or damage must be reported to Kraftsman in writing within **five (5) business days** of delivery. Failure to provide timely notice constitutes acceptance of the products as delivered. Accepted products are not returnable except as provided under Kraftsman's return policy.
- D. Storage Fees:** If Customer's site is not available or suitable for installation within four (4) weeks after product arrival at Kraftsman's warehouse, Kraftsman may, at its discretion, store the equipment and assess a storage fee equal to two percent (2%) of the product cost per month (or the actual cost of storage, whichever is greater) until installation. Risk of loss or damage to equipment during such storage shall be borne by Customer. Storage fees must be paid prior to installation.



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- E. Underground Utilities:** If Kraftsman is providing installation services, Customer is solely responsible for locating, identifying, and clearly marking all underground utilities, irrigation systems, and other subsurface installations before work begins, including coordination with applicable utility locating services (such as 811). Kraftsman shall not be liable for damage to utilities or systems that are unmarked, inaccurately marked, or otherwise concealed. Any delay, repair, or additional work arising from such conditions shall be at Customer's expense and may require a change order adjusting the contract price and schedule.
- F. Installation Conditions:** Quoted pricing is based on standard soil and subsurface conditions suitable for construction with ordinary equipment and methods. If rock, landfill, groundwater, debris, hazardous materials, or other unforeseen or abnormal conditions are encountered, Kraftsman shall promptly notify Customer. All costs, delays, or modifications required as a result of such conditions shall be addressed through a written change order providing for equitable adjustment to the contract price, schedule, and, if necessary, other terms.

#### 4. Compliance and Permits

- A. Code Compliance:** For proposals requiring installation by Kraftsman, Kraftsman will construct and install the equipment in substantial accordance with those Texas codes directly applicable to the scope of work, the 2021 International Swimming Pool and Spa Code (ISPSA) as adopted by the applicable jurisdiction, and generally accepted industry standards. The parties acknowledge that unforeseen site conditions or differing code interpretations may require reasonable adjustments, with equitable modifications to schedule and contract price. Kraftsman will exercise commercially reasonable efforts to meet applicable regulatory requirements and follow generally accepted industry practices.
- B. Permits and Approvals:** Unless expressly included as a quoted line item, Customer is solely responsible for obtaining and paying for all permits, licenses, inspections, engineered stamp drawings, ADA compliance and inspection and governmental approvals necessary for the project. Kraftsman's quoted pricing excludes such items. Delays or costs arising from Customer's failure to obtain required permits or approvals shall entitle Kraftsman to an equitable adjustment in contract price and schedule. Kraftsman shall not be liable for penalties, fines, or enforcement actions resulting from Customer's failure to secure required permits.

#### 5. Insurance and Bonding

- A. Standard Insurance:** Kraftsman carries insurance with the following minimum limits: (i) \$1,000,000 per occurrence for General Liability, including Completed Operations; (ii) \$1,000,000 per occurrence for Automobile Liability; and (iii) statutory limits for Workers' Compensation. Upon request, Kraftsman will provide a certificate of insurance as evidence of such coverage.
- B. Additional Insurance:** Kraftsman maintains standard insurance coverage as described in these terms. If Customer requires modifications to such coverage—including but not limited to being added as an additional insured, waivers of subrogation, increased coverage limits, or other endorsements—any additional premiums, administrative fees, broker charges, or related costs shall be the sole responsibility of Customer. Kraftsman shall have no obligation to obtain or provide such modifications unless and until Customer agrees in writing to the associated costs and any reasonable schedule adjustments needed to secure the requested coverage.
- C. Bonding:** Performance, payment, and maintenance bonds are not included in the contract price unless expressly listed in the proposal. If Customer requires such bonds, Kraftsman will provide them only upon (i) written agreement, (ii) advance payment by Customer of all related premiums, administrative fees, broker charges, and other costs, and (iii) approval by Kraftsman's surety. Kraftsman shall not be required to commence or continue work until such conditions are met. Kraftsman will also be entitled to an equitable extension of time to obtain the bonds and adjust its schedule accordingly.

#### 6. Warranties and Limitations

- A. Customer Duty for Proper Use:** If Kraftsman does not provide installation, the Customer is responsible for making sure the products or equipment purchased are right for their intended use. The Customer is also responsible for making sure the products meet all laws, rules, and building or safety codes that apply to the project. Kraftsman does not guarantee that the products will work for a specific purpose or meet local code requirements when Kraftsman is not handling installation. The Customer is fully responsible for choosing, installing, and using the products in their project.
- B. Limited Warranty:** Kraftsman warrants that its merchandise and workmanship will conform in all material respects to the applicable manufacturer's published specifications for a period of one (1) year from the date of substantial completion or delivery, whichever occurs first. This warranty is conditioned upon full and timely payment by Customer. Kraftsman's obligation, and Customer's exclusive remedy, is limited to repair or replacement of nonconforming items, at Kraftsman's option.
- C. Exclusions:** This warranty does not cover: (i) normal wear and tear; (ii) misuse, abuse, neglect, or improper maintenance; (iii) unauthorized repairs or modifications; (iv) damage caused by accident, weather, fire, flood, earth movement or other acts of God; (v) use of chemicals, water quality issues, or environmental conditions beyond Kraftsman's control; or (vi) equipment or components manufactured by third parties, which are subject only to the applicable manufacturer's warranty. **EXCEPT AS EXPRESSLY PROVIDED ABOVE, KRAFTSMAN DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- D. Limitation of Liability:** To the fullest extent permitted by law, Kraftsman's total liability arising out of or relating to this Agreement shall not exceed the contract price actually paid for the specific equipment or services giving rise to the claim. In no event shall Kraftsman be liable for consequential, incidental, special, punitive, or indirect damages, including lost profits, loss of use, or business interruption, even if advised of the possibility of such damages. Nothing in this section limits Kraftsman's liability for gross negligence, willful misconduct, or personal injury where such limitations are prohibited by law.

#### 7. Risk Allocation and Force Majeure

- A. Force Majeure:** Neither party shall be liable for delay or failure to perform, except for payment obligations, to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, fire, flood, pandemic, epidemic, war, terrorism, labor disputes, government orders, transportation or supply chain disruptions, or shortages of materials or equipment. Deadlines for performance shall



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be extended for the period of delay caused by the force majeure event. The affected party shall provide notice to the other party within a reasonable time after becoming aware of the event. If a force majeure event continues for more than ninety (90) days, either party may terminate the affected portion of the contract upon written notice, with Kraftsman entitled to payment for all work performed and costs incurred to the date of termination.

**B. Loss or Damage Prior to Installation:** Risk of loss or damage to equipment shall pass to Customer upon delivery to the designated project site, whether or not unloading or installation has occurred. Kraftsman remains responsible for loss or damage only while the equipment is in its possession at its warehouse. Once delivered to the site, Customer shall be responsible for providing security, insurance, and protection of the equipment until installation. In the event of loss or damage while in Kraftsman's control prior to delivery, Kraftsman's obligation is limited to repair or replacement of the affected equipment.

## 8. Returns and Cancellations

**A. Returns:** No returns will be accepted without Kraftsman's prior written authorization. Only standard, non-custom products are eligible for return.

Authorized returns are subject to a restocking fee of twenty-five percent (25%) of the product price plus all related freight, handling, and administrative charges. Returned items must be unused, in original condition, and shipped prepaid by Customer.

**B. Proposal Validity:** Quotes and proposals are valid for thirty (30) days from the date issued unless extended in writing by Kraftsman. After expiration, Kraftsman reserves the right to adjust pricing, terms, or availability.

**C. Cancellation by Customer:** If Customer cancels an order or contract after acceptance, Customer shall pay Kraftsman for all costs, expenses, and commitments incurred to date, plus a reasonable allowance for overhead and anticipated profit. Orders for custom, special-order, or fabricated items are non-cancellable once accepted. Payment for cancellation charges shall be due immediately upon invoicing.

## 9. Governing Law and Disputes

**A. Governing Law:** This Agreement and any dispute arising from it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

**B. Venue:** Except as provided below, the parties agree that the exclusive venue for any action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in Harris County, Texas, and each party irrevocably submits to the jurisdiction of such courts. If a dispute directly involves rights or interests in real property located outside of Harris County, Texas, then venue for that dispute shall lie in the county where the real property is located.

## 10. Miscellaneous

**A. Clerical Errors:** Kraftsman reserves the right to correct clerical, typographical, or arithmetic errors in the proposal or contract, provided that such corrections do not materially alter the scope of work or contract price without Customer's written consent.

**B. Entire Agreement:** This Agreement, together with the accompanying proposal or quote, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, or understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless made in a written document signed by both parties. No waiver of any provision shall be effective unless in writing and signed by the party granting the waiver.



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*Respectfully Submitted*

\_\_\_\_\_  
Kevin Amacker

**Bill To:** Deer Park, City of, Parks and Recreation

**Ship To:**

**Terms:** Net 30 days

Acceptance of Proposal

The Customer accepts the pricing, specifications, and the attached Terms and Conditions. The Customer authorizes Kraftsman to proceed with the work, provide the products, and perform the services described in the proposal. The undersigned confirms they are authorized to approve this order on behalf of the Customer and that payment will be made in accordance with the proposal.

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

*PO#* \_\_\_\_\_

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

*Acceptance Date* \_\_\_\_\_

*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!***