#### **ORDINANCE NO. 2025-80**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PURCHASING CONTRACT WITH KRAFTSMAN PLAY SYSTEMS, INC. FOR \$2,868,102.88 UTILIZING THE BUYBOARD PURCHASING COOPERATIVE CONTRACT NO. 781-25; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City") is committed to providing quality park and recreational facilities for the benefit of its residents and visitors; and

WHEREAS, the City desires to procure certain playground and park improvements, equipment, and related installation services through Kraftsman Play Systems, Inc. ("Kraftsman"), in accordance with the specifications and scope of work provided; and

WHEREAS, pursuant to Chapter 271, Subchapter F of the Texas Local Government Code, municipalities are authorized to participate in cooperative purchasing programs to achieve savings and efficiencies in procurement; and

WHEREAS, the City of Bastrop is a member of the BuyBoard Purchasing Cooperative, and Kraftsman Play Systems, Inc. holds BuyBoard Contract No. 781-25, which meets all state and local competitive purchasing requirements; and

WHEREAS, the total cost of the proposed purchase and installation is Two Million Eight Hundred Sixty-Eight Thousand One Hundred Two Dollars and Eighty-Eight Cents (\$2,868,102.88); and

WHEREAS, the City Council finds the proposed purchase to be in the best interest of the City, supports the continued development and enhancement of public recreational facilities, and determines that the expenditure is a valid and necessary municipal purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

#### **SECTION 1. Findings of Fact**

The findings set forth in the recitals above are hereby found to be true and correct and are adopted as the findings of the City Council.

#### **SECTION 2. Authorization of Purchase**

The City Council hereby approves a purchasing contract with Kraftsman Play Systems, Inc. in the total amount of \$2,868,102.88, utilizing BuyBoard Cooperative Purchasing Contract No. 781-25.

#### **SECTION 3. Authorization to Execute Documents**

The City Manager is hereby authorized to execute all necessary documents, purchase orders, and related instruments to effectuate the purchase, installation, and completion of the project in accordance with the approved contract and to take all actions necessary to implement this Ordinance.

#### **SECTION 4. Funding Source**

Funds for this purchase shall be expended from the appropriate approved budget accounts as authorized by the City Council.

#### **SECTION 5. Severability**

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

#### SECTION 6. Effective Date

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

**DULY ORDAINED AND ADOPTED** by the Bastrop City Council on first reading on this the 21<sup>st</sup> day of October 2025.

**DULY ORDAINED AND ADOPTED** by the Bastrop City Council on second reading on this the 4th day of November 2025.

[Signature Page to Follow]

#### APPROVED:

by:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

**City Attorney** 

Denton Navarro Rocha Bernal & Zech, P.C.











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## FIREMAN'S PARK

BASTROP, TX

\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

**OPTION** DRAWING NAME SHEET

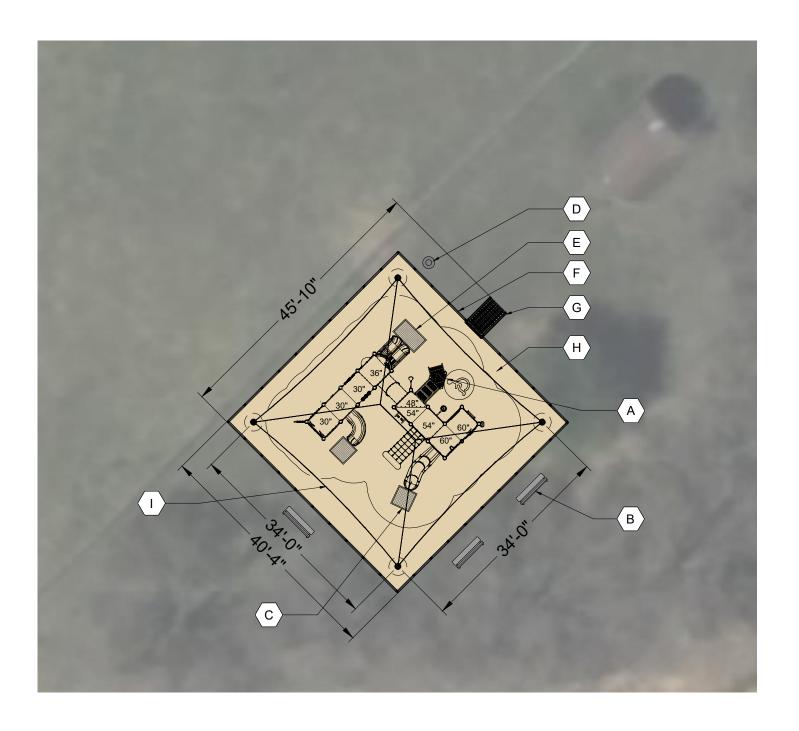
1REV1 KPS-33134 R1 3 OF 4 SITE RENDERING



PLAYGROUND PLAN SCHEDULE			
$\bigcirc$	DESCRIPTION	QTY	
A	NAME: FX5-EFR-212-0162 TYPE:5" STEEL/THEMED CAPACITY: 87 AGE: 2-12 FALL HEIGHT: 5'	1	
В	6' Bench W/Back B6WBRCS	3 TYP	
С	40" X 40" Mat	2 TYP	
D	Trash Receptacle	1	
E	3' X 5' Mat	1	
F	4' APS Border Timbers	39	
G	APS Accessible Half Ramp	1	
Н	EWF Surfacing (40'x40')	1600 SF	
ı	34'x34'x14' Standard Hip Shade. Total post height: 15.5'	1	







#### CONTACT FOR PRICING AND PRODUCT INFORMATION

CONSULTANT CODY HUTCHERSON

OFFICE: 800-451-4869 | CELL: 660-

EMAIL CODYH@KRAFTSMANPLAY.COM





BASTROP, TX

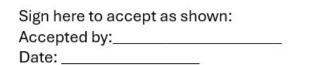
\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION



NAME: FX5-EFR-212-0162 TYPE:5" STEEL/THEMED

AGE: 2-12 FALL HEIGHT: 5'

CAPACITY: 87



### CONTACT FOR PRICING AND PRODUCT INFORMATION

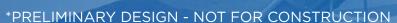
CONSULTANT CODY HUTCHERSON

MAIL CODYH@KRAFTSMANPLAY.COM



Graphic Representation. Refer to drawings/quotes for items included and not included.

## FIREMAN'S PARK





#### CONTACT FOR PRICING AND PRODUCT INFORMATION

CONSULTANT CODY HUTCHERSON

OFFICE: 800-451-4869

CELL: 660-351-4767

EMAIL

CODYH@KRAFTSMANPLAY.COM



NAME: FX5-EFR-212-0162 TYPE:5" STEEL/THEMED

CAPACITY: 87 AGE: 2-12 FALL HEIGHT: 5'



Graphic Representation.

Refer to drawings/quotes for items included and not included.

## FIREMAN'S PARK





### FIREMAN'S PARK PRICING



### COST BREAKDOWNS

FIRE STATION THEMED PLAYGROUND &

\$274,422.45

SHADE

**BUYBOARD DISCOUNT** 

-\$17,807.63

TOTAL: \$256,614.82





# Mayfest Park BASTROP, TX

\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT OPTION DRAWING NAME SHEET

33135 2 REV 1 KPS-33135-2R1 2 OF 7 SITE RENDERING





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	LEGEND
1	6' BENCH W/ BACK - 2 EA. TYP
2	HORSE SPRING RIDER
3	SHADE 40' X 40' X 12'
4	BORDER TIMBERS - 33 EA.
5	CONCRETE ACCESSIBLE RAMP
6	ENGINEERED WOOD FIBER - 2187 SF
7	SIDEWALK - 341 SF
8	SHADE 25' X 30' X 8'
9	6' PICNIC TABLE - 4 EA.
10	TRASH RECEPTACLE
11	6' ADA PICNIC TABLE - 2 EA.
12	CONCRETE SLAB - 986 SF
13	FX5-WST-212-0623 5" STEEL THEMED CAPACITY: 41 AGE: 2-12 FALL HEIGHT: 4'
14	ONE BAY SHADED SWING W/ BELT SEATS



### Mayfest Park Beige Brown S Beige Brown/White Beige BASTROP, TX

\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION





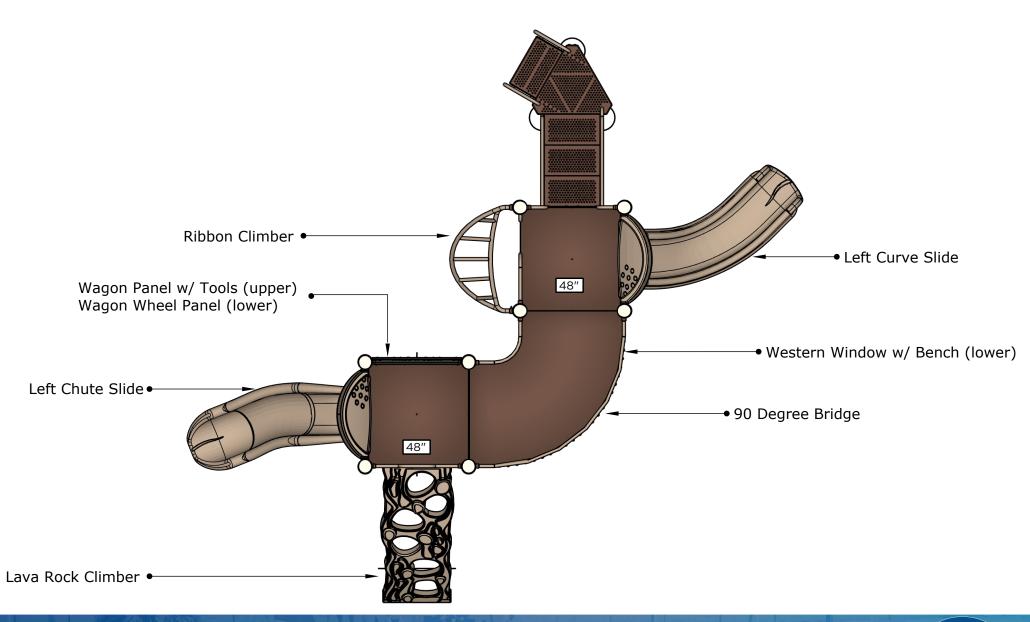




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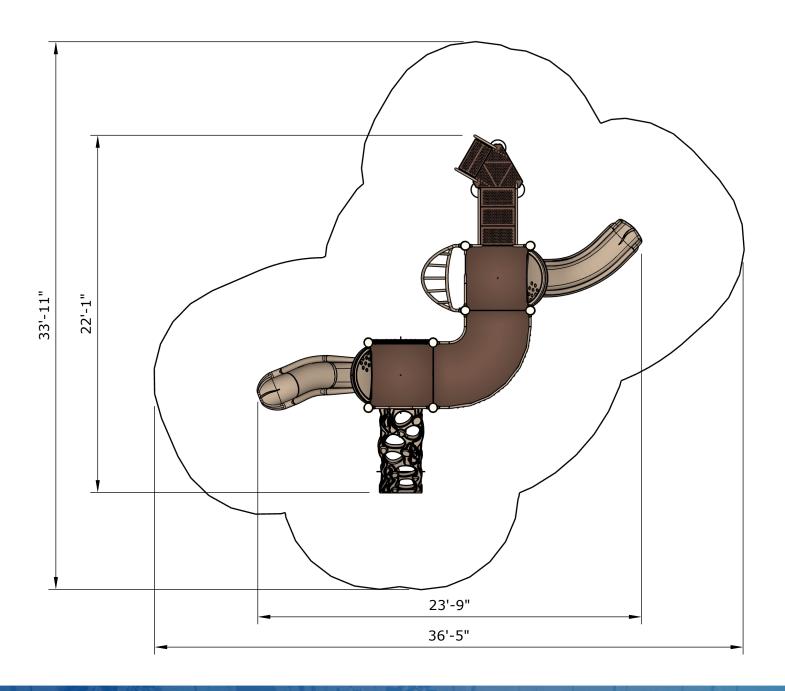
KPS-33135-2R1 7 OF 7 TOP RENDERING





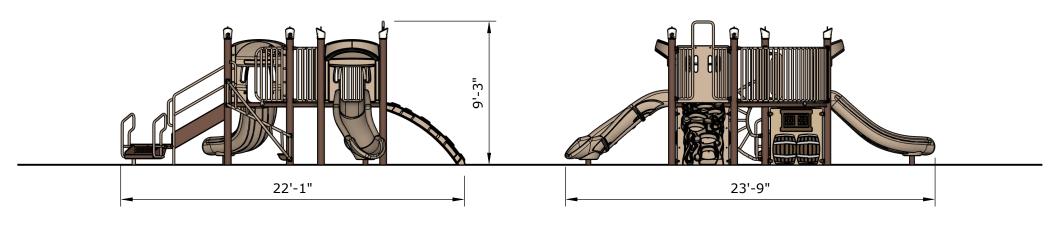
### **Mayfest Park**

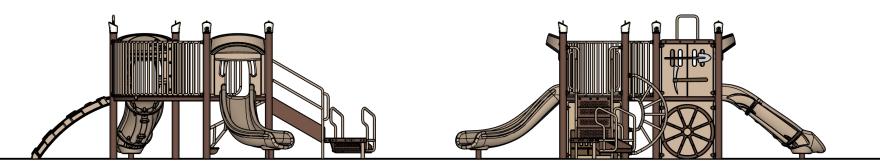




### **Mayfest Park**







### **Mayfest Park**



### **MAYFEST PARK PRICING**



### COST BREAKDOWNS

WESTERN THEMED PLAYGROUND, SHADE, AND

\$266,330.99

SHADED PAVILION

BUYBOARD DISCOUNT

-\$16,282.81

TOTAL: \$250,048.18











BASTROP, TX

\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT
OPTION
DRAWING NAME
SHEET

33596 03 KPS-33596-3 2 OF 8

SITE RENDERING





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BASTROP, TX

\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT OPTION DRAWING NAME SHEET

33596 03 KPS-33596-3 4 OF 8

SITE RENDERING





BASTROP, TX

\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT
OPTION
DRAWING NAME
SHEET

03 KPS-33596-3 5 OF 8 SITE RENDERING

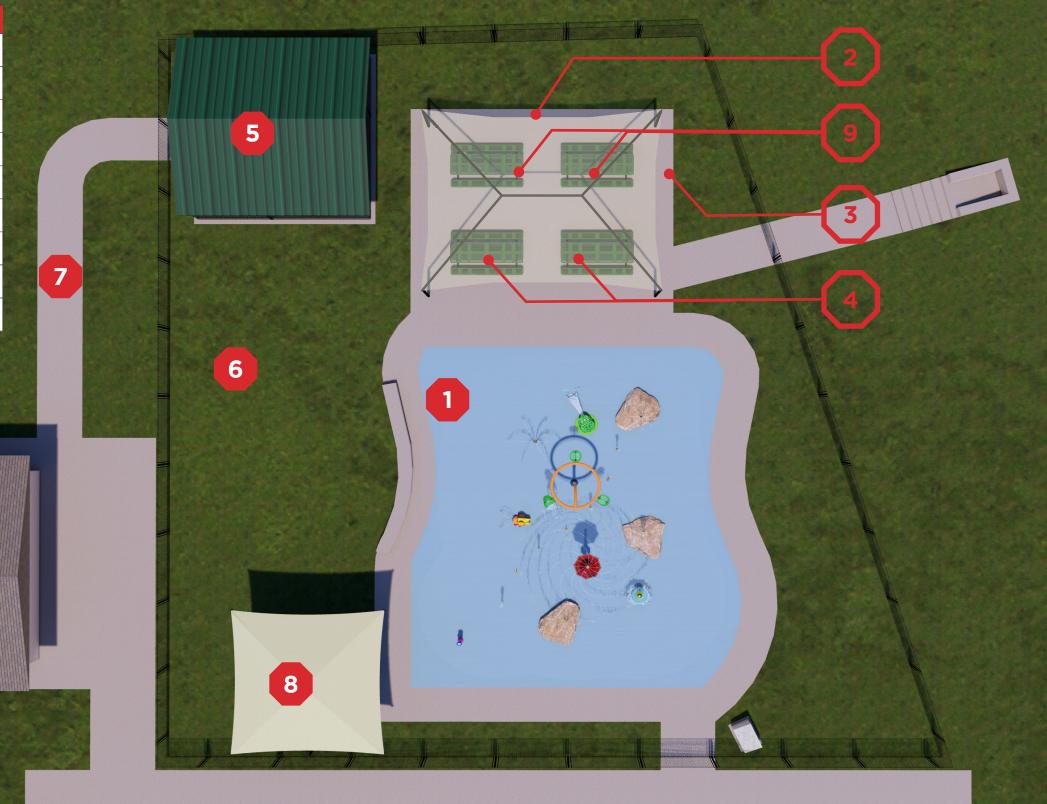
33596







	LEGEND
1	2000 SF SPLASHPARK
2	20'X25'X9' HIP SHADE
3	696 SF CONCRETE SLAB
4	STANDARD PICNIC TABLE (2)
5	20'X20' FILTRATION ROOM
6	4000 GAL. HOLDING TANK
7	235 SF 5' WIDE SIDEWALK
8	NEW FABRIC FOR EXISTING SHADE (3)
9	EXISTING TABLE TO REMAIN (2)



BASTROP, TX

\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT
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DRAWING NAME
SHEET

33596 03 KPS-33596-3 8 OF 8 SITE RENDERING



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## FISHERMAN'S PARK SPLASHPAD PRICING



### COST BREAKDOWNS

RECIRCULATED SPLASHPAD WITH NEW

\$688,870.23

SHADE

BUYBOARD DISCOUNT

-\$27,617.23

TOTAL: \$661,253.00





\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

SITE RENDERING





BASTROP, TX

\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

**OPTION** DRAWING NAME

SHEET

1REV 5

KPS-33133-1R5

3 OF 10

SITE RENDERING





BASTROP, TX

\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

**OPTION** DRAWING NAME SHEET

KPS-33133-1R5 4 OF 10





\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

SHEET

5 OF 10 SITE RENDERING





	LEGEND		
1	SPLASHPAD AREA (SEE CAD FOR DETAILS)		
2	PLAY AREA (SEE CAD FOR DETAILS)		
3	SHADE AREA (SEE CAD FOR DETAILS)		
4	EXISTING SWING AREA		
		5	
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BASTROP, TX

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PROJECT OPTION DRAWING NAME SHEET VIEW

33133 1 REV 5 KPS-33133-1R5 7 OF 10 AERIAL



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LEGEND						
1	SPLASHPAD (SEE CAD DRAWING FOR DETAILS)					
2	30' CONCRETE SEATWALL					
3	15' CONCRETE SEATWALL					
4	SIDEWALK					
5	14' HYPAR UMBRELLA SHADE - 2 EA.					
6	16' HYPAR UMBELLA SHADE - 2 EA.					



BASTROP, TX

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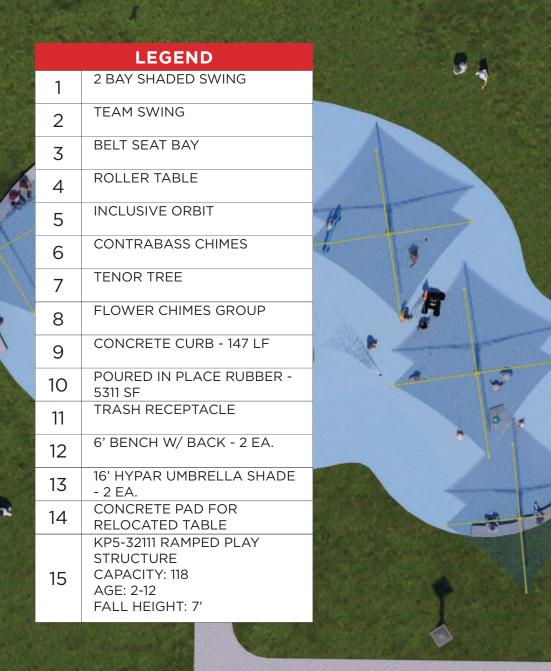
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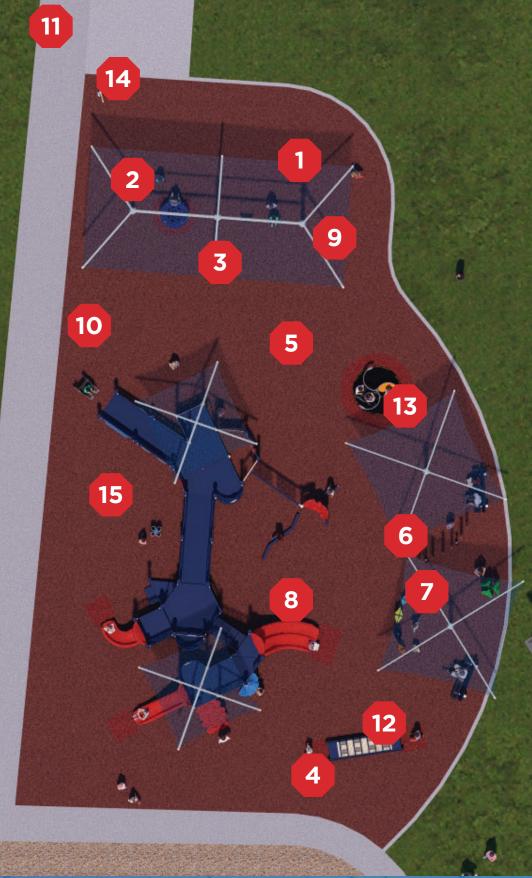
33133 1 REV 5 KPS-33133-1R5 8 OF 10 SPLASH AREA KRAFTSMAN

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BASTROP, TX

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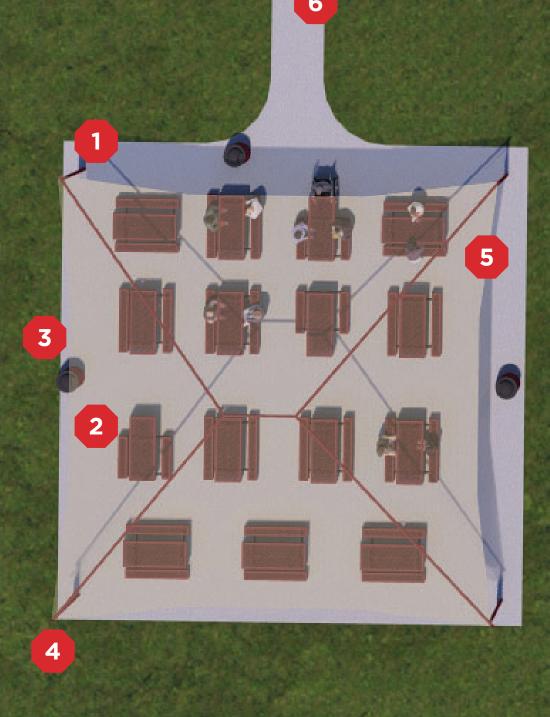
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33133 1 REV 5 KPS-33133-1R5 9 OF 10 PLAY AREA



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LEGEND						
1	6' PICNIC TABLE					
2	6' ADA PICNIC TABLE					
3	TRASH RECEPTACLE - 3 EA.					
4	40' HIP SHADE					
5	CONCRETE PAD - 1936 SF					
6	SIDEWALK					



BASTROP, TX

\*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

PROJECT OPTION DRAWING NAME SHEET VIEW



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## **DELGADO PARK PRICING**



## COST BREAKDOWNS

RECIRCULATED SPLASHPAD, ALL ABILITIES

\$1,798,839.95

PLAYGROUND & LARGE SHADED SEATING

BUYBOARD DISCOUNT

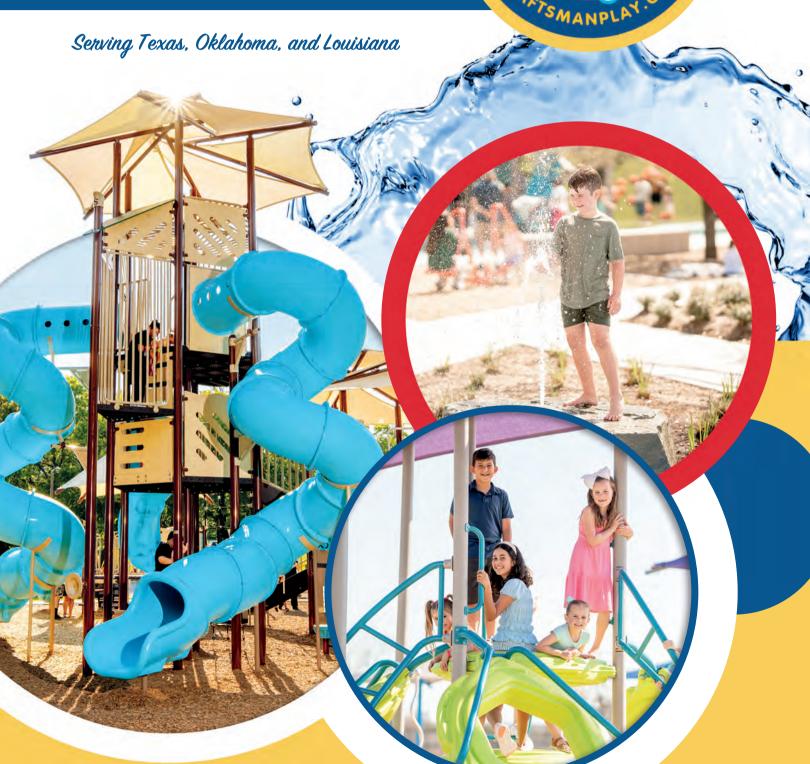
-\$98,652.47

TOTAL: \$1,700,186.88











Good planning means knowing as much about play as about play equipment. At Kraftsman, we know both! More importantly, we know how they work together to support development. Every good playground begins with the first step. At Kraftsman, we not only help you take that first step, we make sure it is in the right direction.

Our knowledgeable staff is capable of assisting you with every aspect of playground planning. From safety concerns through complex designs and installation issues, you will be guided each step of the way with confidence, which comes from years of experience.

We work with our own qualified and dedicated playground installation Krews, allowing us to give you a turn-key project. Every Kraftsman employee is committed to quality and we are ready to assist you in your next playground project!

Kraftsman has been serving Texas since 1981 and will continue to offer the same outstanding quality and Kraftsmanship that got us to where we are today — a successful and growing company with many satisfied customers, a professional staff, and a reputation for providing only the best products and services available.

We design our parks and playgrounds to be fun AND safe!

At Kraftsman, we take pride in providing safe and fun environments for children to play. We meet or exceed the standards and rules of the U.S. Consumer Product Safety Commission (CPSC) and ASTM International when we design and install playground equipment and safety surfacing.

These same standards are applied to our aquatic SplashParks. Our equipment is designed to meet the requirements of CDC, International Swimming Pool and Spa Codes, and local health codes. Kraftsman's experienced team can help you select the best equipment and filtration system for your community's needs, as well as train your staff on how to maintain it afterwards.

Kraftsman has been a family-owned business since 1981 and can provide design and installation services for all brands and styles of play equipment, aquatic SplashPark equipment, site amenities, sports and outdoor fitness equipment, skate parks, and more.

## We Provide

- Design and site layout assistance for compliance with Federal Safety Guidelines
- Assistance with product selection
- Arrangement of shipping
- Receiving of product at our warehouse to eliminate onsite receiving and storage
- Professional installation onsite
- Resilient safety surfacing installation
- Future maintenance services

### Plus

**FREE On Site Evaluations** 

**FREE** Layout Assistance

**FREE** Personalized Design Help

**FREE CAD Blocks and CSI Specifications** 

**FREE** Safe Zone and Ground Cover Assessment

**FREE** Consultation of ADA Compliance



# Memories. Built Right Here.

CALL FOR A FREE QUOTE! 800.451.4869



#### **PLAYGROUND EQUIPMENT**

Steel Play Structures Recycled Plastic Play Structures Wooden Play Structures **Tower Play Structures** Rope Net Climbers **Swinas** Spring Bouncers Musical Play

#### **AQUATIC EQUIPMENT**

Aquatic SplashParks Water Slides Pool Play Equipment

Inclusive Play

#### **PARK FURNISHINGS**

Picnic Tables Benches Litter Receptacles Grills Bike Racks Park Shelters Gazebos **Bridges** Bleachers Water Fountains

#### **SPORTS**

Pickleball Basketball Volleyball Soccer Outdoor Fitness Equipment

### **SKATE RAMPS**

Ramps **Grind Rails** 

### **SAFETY FALL SURFACES** Poured in Place Rubber

**Engineered Wood Fiber** Loose Fill Rubber Synthetic Turf Molded Plastic Timber Borders Molded Plastic ADA Ramps

#### **SERVICES**

Design Assistance/CAD Blocks Equipment Installation Repairs to Existing Equipment



**Shade Covers** 



### **Superior Recreational Products Comprehensive Warranty**

#### **Limited Warranty: Product**

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, and has been subjected only to normal use and exposure.

- Lifetime\* Warranty on playground steel and recycled posts, all stainless steel hardware, c-line fittings, and aluminum post caps
- 20-Year Limited Warranty on steel shade framework
- 15-Year Limited Warranty on playground pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks, and recycled decks
- 10-Year Limited Warranty on shelter structures and shade fabric
- 7-Year Limited Warranty on textured polyethylene and thermoplastic coatings
- 5-Year Limited Warranty on site amenity frames, nets, and powder coat
- 3 Year Limited Warranty on electronic play
- 1-Year Limited Warranty on moving parts, cables, and materials not covered above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/ or other conditions beyond SRP's control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.



No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

#### **Limited Warranty: Structural Steel**

Shade | SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Shelter | SRP offers a 10-year Limited Warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

Site Amenities | SRP offers a 5-year Limited Warranty on structural supports for tables and benches to the original purchaser to be free of rust outs that would compromise structural integrity.



Playgrounds | SRP offers a \*Lifetime Limited Warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 50% for the second ten years and 25% from there on.

All Steel | Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

#### **Limited Warranty: Powder Coat**

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a  $\Delta E$  of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a  $\Delta E$  of<5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

#### **Stainless Steel Series Powered by Playdale Playgrounds**

Playdale Playgrounds warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with the published specifications. The warranty shall commence on the date of the invoice and terminate at the end of the period on the full warranty statement. The warranty is valid only if the products are installed properly and in conformance of the specifications, installation guides, Playdale Playgrounds design layout, and properly maintained in accordance with the maintenance schedule provided within the installation instructions. Playdale Playgrounds reserves the right to accept or reject any claim in whole or in part. Playdale Playgrounds will not accept the return of any product without prior approval by Playdale management.



#### **Textured Polyethylene and Thermoplastic**

SRP offers a 7-year Limited Warranty to the original purchaser of the products to be free of corrosion on seats and tops that results in bare metal exposure after the date of purchase, excluding any corrosion that may be the result of vandalism or intentional stripping of any of the coating.

#### **Electronic Play**

SRP guarantees the speakers, sound chips, and circuit boards used in the production of their electronic play products for 3 years against electronic failure caused by manufacturing defects. This guarantee does not include failure as a result of any form of misuse, vandalism, or neglect including, but not limited to, accidental damage while changing the batteries or servicing the internal electronics, a failure to follow the battery replacement guide, the troubleshooting guide, or the care and maintenance instructions for the electronics units.

#### **Shade Fabric**

Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage and VALMEX® MEHATOP F 1 waterproof fabric, carries a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading\*\*, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

\*\*The colors red and yellow are warranted against significant fading for only two years. If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."



These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

#### **Pricing Policy**

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

#### **Cancellation and Return Policy**

To view our return policy, please visit superiorrecreational products.com/returns. For Information on Return Material Authorizations please call 1.800.327.8774.

#### **Shipping Policy**

To view our shipping policy, please visit superiorrecreational products.com/shipping. For any further information please call 1.800.327.8774.

\*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.

## **VORTEX LIMITED WARRANTY**

All Vortex Aquatic Structures International ("Vortex") aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below only if the specified environmental parameters are met and none of the exclusions apply.

#### **REGISTRATION**

All warranties commence on the date of Vortex's invoice. Should any failure to conform to the warranties appear within the applicable warranty coverage periods, Vortex shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 90 days of written notification.

### **COVERAGE PERIODS**

25 YEARS	10 YEARS	5 YEARS	2 YEARS	1 YEAR
Stainless steel tubing	<ul> <li>Structural Stainless Steel*</li> <li>Weld workmanship</li> <li>Spraylink™ underground system</li> </ul>	<ul><li>Aluminum</li><li>Brass</li><li>Polymer Panels</li><li>Spray nozzles</li></ul>	<ul> <li>Finishes</li> <li>Galvanized steel structures</li> <li>Plumbing Components</li> <li>Mechanism &amp; Hardware</li> <li>Polymer</li> <li>Elastomer</li> </ul>	<ul> <li>Concrete Components</li> <li>Electrical Components</li> <li>Paint graphic &amp; Decal</li> <li>Fiberglass composite</li> </ul>

<sup>\*</sup>Stainless steel used for climbable structures or used to hold a minimum weight of 240 lbs.

#### **EXCLUSIONS TO LIMITATIONS**

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts ("Manufacturer") on products are hereby assigned to the owner, to the extent permitted by the Manufacturer, as the owner's sole and exclusive remedy with respect to such items. Any assistance by Vortex and/or its authorized partners with regard to component warranties shall not constitute an adoption of the responsibilities of a component manufacturer with regard to its component warranties. This Limited Warranty also does not apply to the following items:

- 1. Careless manipulation (including but not limited to mishandling, repackaging and transport) of Vortex equipment (products, systems, subassemblies and parts);
- 2. Exceeding product and system design capacities;
- 3. Misapplication, abuse, misuse, and/or operation of the equipment outside the parameters described in the user manual and/or design layouts provided by Vortex;
- 4. Failure to ensure that the structures and/or equipment are only subjected to normal use for the purpose for which the products were designed;
- 5. Failure to erect and/or install products according to the installation and assembly instructions provided by Vortex;
- 6. Addition or substitution of parts or modification of any type to Vortex equipment or components unless approved by Vortex in writing;

## **VORTEX LIMITED WARRANTY** (CONT.)

- 7. Use of non-original manufacturer replacement parts;
- 8. Subjecting the structures and/or equipment to modification, alteration, or repair by persons other than the Seller or Seller's designees in any respect which, in the judgment of the Seller, affects the condition or operation of the structures and or components;
- 9. Products, equipment and parts that are exposed to water chemistry profiles outside environmental parameters and swimming pool industry standards;
- 10. Failure to properly winterize equipment according to best practices and the procedures and documentation provided by Vortex, including but not limited to improper drainage in freezing conditions;
- 11. Accidental damage, fire, acts of God or other circumstances outside the control of Vortex;
- 12. Personal injury due to improper use of Vortex equipment;
- 13. Vandalism:
- 14. Failure or Neglect to carry out regular inspection and maintenance of Vortex equipment according to best practices and the procedures and documentation provided by Vortex taking into account its frequency of use and the surrounding environmental conditions;
- 15. Product installed within 500 yards of saltwater shoreline will be covered for half the period of the standard warranty up to a maximum of 5 years, for defects caused by corrosion;
- 16. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, air voids, fading, or oxidation of gel coat, fabrics, vinyls, plastics, painted items or stainless steel finishes.

#### **CLAIMS**

To make a claim, please contact your local representative or send your written statement of claim, along with the original project number and/or project name to Vortex by:

Email: support@vortex-intl.com

Mail: Vortex Aquatic Structures International, 7800 Trans Canada, Pointe-Claire, QC, H9R 1C1, Canada

**Fax:** +1.514.989.0413

To contact Vortex with any questions or comments with regards to this warranty, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to <a href="mailto:support@vortex-intl.com">support@vortex-intl.com</a>.

To contact Vortex with general questions or comments, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to <a href="mailto:info@vortex-intl.com">info@vortex-intl.com</a>.

Vortex Aquatic Structures International is not liable for any incidental expenses, inconvenience or loss due to warranty claims. For approved warranty replacements, Vortex shall deliver the repaired or replacement part or parts via economical ground shipping free of charge for one year from the date of the seller's invoice. After that period, shipping charges will be incurred by the client. Vortex will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits or costs for removal and installation required to perform repairs or replacements, including any labor, travel and rental equipment costs arising out of this warranty or any other agreement, the transactions contemplated hereby, the products or the use of the products.





## Warranty Statement

### Warranty

Fountain People shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People for repair or replacement without a factory issued RMA (Return Material Authorization).

### **Special Provisions**

The following equipment shall be warranted for the terms noted when properly installed and maintained:

**Structural Pipe:** Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

**Finish Coating:** Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

**ColorCast™ Accents:** Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

**UV Disinfection Units Manufactured by ETS/ATG UV** (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

#### **Exclusions**

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People. Fountain People will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.