

ORDINANCE NO. 2025-87

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH KRAFTSMAN PLAY SYSTEMS IN THE AMOUNT OF ONE HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED ONE DOLLARS AND FIVE CENTS (\$153,201.05) FOR DESIGN AND SAFETY ENHANCEMENTS TO THE FISHERMAN'S PARK SPLASHPAD AS PART OF THE BOND 2025 PARK IMPROVEMENTS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as part of the City of Bastrop's voter-approved Bond 2025 park improvements, the Fisherman's Park splashpad is scheduled for a major renovation intended to improve user experience, enhance safety, and modernize equipment; and

WHEREAS, the project includes the installation of a recirculation pump system designed to reduce water usage by more than one million gallons per month during peak summer operations, supporting the City's long-term conservation and sustainability goals; and

WHEREAS, the Parks Board met and recommended specific amendments to the previously approved design to improve overall safety, accessibility, and visual aesthetics for park users; and

WHEREAS, the City's contract with Kraftsman Play Systems requires a change order in the amount of \$153,201.05 to incorporate these design modifications and additional features; and

WHEREAS, although the change order amount represents an increase to the project, it remains below the 25% threshold permitted under applicable procurement regulations; and

WHEREAS, staff recommends approval of the change order for full transparency and timely completion of the Bond 2025 improvements; and

WHEREAS, the City Council finds that approving this ordinance is in the best interest of the citizens of Bastrop and aligns with the City's commitment to quality parks, amenities, and responsible stewardship of public resources.

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

Section 1. Findings of Fact.

The foregoing recitals are hereby found to be true and correct and are adopted as findings of fact for all purposes.

Section 2. Authorization of Change Order.

The City Council hereby authorizes and approves **Change Order No. 1** to the contract with **Kraftsman Play Systems** in the amount of **\$153,201.05** for amendments related to the Fisherman's Park splashpad renovation project, as described in the staff report and itemized cost summary attached hereto and incorporated herein.

Section 3. Funding.

Funding for the change order shall be provided through proceeds from **Bond 2025 Parks Improvements**, as previously allocated for Fisherman's Park enhancements.

Section 4. Repealer.

All ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability.

If any provision of this Ordinance is determined to be invalid or unconstitutional, such invalidity shall not affect the validity of the remaining provisions.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon passage and approval by the City Council of the City of Bastrop, Texas.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on the first reading on this the 9th day of December, 2025.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on the first reading on this the 27th day of January, 2026.

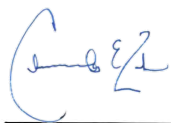
APPROVED:

by: 
Ishmael Harris, Mayor

ATTEST:


Michael Muscarello, City Secretary

APPROVED AS TO FORM:



City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.





Kraftsman

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

QUOTE #Q86552

Date: 11/07/2025

Project: 33596

Created By: Cody Hutcherson

Quote Name: Additional Shades and Feature Switch

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BILL TO

Bastrop, City of
Sylvia Carrillo
Fisherman's Park Splashpad Renovation
1311 Chestnut Street
Bastrop, TX 78602

☎ 512-332-8800

SHIP TO

Fisherman's Park Splashpad Renovation
400 Farm Street
Bastrop, TX 78602

2/3/24
SCT

Terms:

Net 10 days

QTY	Code	Description	Size	Color
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #781-25		
		<u>Change Order Quote from 10/24 Discussion</u>		
		<u>Spray Features</u>		
1	FF3025	Fun Forms Delilah Dragonfly Aqua Spout by Water Odyssey	8 GPM @ 4 PSI	
1	FF1004	Fun Forms Carl Clown Fish Slide by Water Odyssey	8	
1	SLIDE MAT 3X4	Slide landing mat, 2" thickness	3' x 4' x choice 2"	
1	VOR-0331	Geyser N2 ground spray	5-15 gpm	
		<u>Shade</u>		
1	KSHADEUMBRE LLA	Custom Square Cantilever Umbrella Shade Canopy, 12' x 12' x 10' eave height with glide elbows and SS cables/hardware, one 10.5' column mounted on base plates 6" below surface, by Superior Shade		
1	PIERS36X60	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36"x60"	
		<u>Splashpad Shade</u>		
2	KSHADEUMBRE LLA	Custom Hypar Umbrella Shade Canopy, 14' x 14' x 10' eave height, one 10.5' stainless steel column mounted on base plates 6" below surface, with SS cable and clamps, by Superior Shade		
2	PIERS36X72	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36"x72"	
		<u>Tables</u>		
1	T6PERF	Perforated 6 ft Table, Portable	6'	
1	T6PERFHDCP	Perforated 6 ft ADA Table, Portable		
		<u>Deducted From Quote Q85461</u>		
-3	BOULDERS	Rock and Sandstone Boulders existing on site, to be core drilled. By: Kraftsman	Per Ton	
-2	FMN-100-CJ	Flush Mount Jet with Crown Jet nozzle by Water Odyssey	6	brass
-1	FMN-100-SJ	Flush Mount Jet with Shower Jet nozzle by Water Odyssey	11	brass
-2	T8PERF	Perforated 8 ft Table, Portable	8'	

Total: \$153,201.05

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Special Terms and Conditions

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.

Buy Board:

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

Insurance Terms:

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

Credit Card Terms:

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

Monthly Progress Billings:

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges:

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

Bonding Included:

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.

Force Majeure:

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

Sub Surface Conditions:

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

Storage Fees:

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

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Concealed Conditions:

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

Extra Work & Deviations from Original Contract Work:

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

Items not included:

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

- Utility Connections - See Utilities Note below for specifics
- 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.
- Anything not specifically listed in line items of proposal.

Building Permits:

- Building permits are included. Permit fee to be paid by customer or change order to Kraftsman.
- Engineer stamped plans are not included, unless specifically quoted as so.
- 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.

Site Work:

- 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.
- SplashPark systems are designed based on a PVR of 1" or less.
- 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.

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Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked by 811 prior to work done by Kraftsman. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation of Filtered SP:

A. Installation for splashpark equipment quoted includes:

1. Installation of SplashPark feature foundations.
2. Setting/erection/installation of features, enclosures, drains, manifolds, controllers, filtration, and tanks as listed on this proposal
3. Schedule 80 PVC water supply piping to features from manifold (manifold is to be located within 50' of SplashDeck)
4. Low voltage connections between activators and controller.
5. Drain lines from drain boxes to edge of pad (drain lines/piping supplied by others within 5' of splash pad unless separately listed in line-items of proposal)
6. All above per standard Kraftsman construction techniques.

B. Installation price does not include SplashDeck (concrete pad) or KraftKoat or other surfacing/coatings (unless separately listed in line-items of proposal)

Start Up & System Training:

Service includes two days of technical support personnel on site to assist with balancing of features, system start up, and 4 hours of staff operations training.

Project Completion Filtration:

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 10 to 14 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 (see Lead Time Note for ship times from manufactures), issuance of building permits if required, weather permitting.

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Utilities Filtered up to 200 GPM:

For filtration systems with a flow rate up to 200 GPM

A. Customer is to plan, permit, and provide installation and connection of utilities as follows (Kraftsman has not included costs for required improvements to utilities to support the SplashPark unless separately listed in line items of quote or specifically called out below by Kraftsman):

1. Electrical

- a. Service is to be 230V, 3 Phase, 80 amp, for pumps and control systems,
- b. Service panel
- c. Connection of electrical service to
 - Filtration pump motor starters
 - UV system
 - Splash Park Controller (SPK).
 - Chemical controller and pumps
- d. Additional items if required or desired by customer
 - Utility plugs
 - Lighting
 - Ventilation fans
- e. Electrical Bonding of all features, reinforcing steel, and filtration equipment per code requirements.
- f. Kraftsman will complete all low voltage connections between splash park control systems and valve manifolds.

2. Water

- a. City water meter
- b. RPZ Backflow preventer
- c. Water line connection to equipment area.
- d. Minimum water line size to be provided is to be
 - 1.5" water line is to be provided
 - 75 GPM, with a minimum of 35 PSI
- e. Kraftsman will supply automated water fill control system.

3. Drain

- a. Proper drain line to within 5' of edge of filtration equipment area
- b. For backwash discharge from filters and overflow from holding tank.
- c. Minimum flow capacity of 275 GPM.

B. 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.

Filtration Spec: High Rate Sand Filtration

Pumping, Filtration, and Water Treatment System:

- A. Self-priming pump with integral large capacity clear top strainer
- B. High rate sand filters with manual backwash valve
- C. Connected to distribution manifolds
- D. Pressure relief "dump" valve connected to holding tank
- E. Prominent DCM3-CLORP True PPM Controller package
 1. Liquid Muriatic Acid pH treatment system
 2. Liquid chlorine treatment system.
- F. SPK connected to feature valves, motor starter, UV system, and chemical controller.
- G. UV water treatment (if listed separately in line items of proposal (required by Texas State Health Code))

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Lead Times Filtered 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 for the embed portion to ship is 3-4 weeks and 8-10 weeks for the rest of features. Custom features are 18-20 weeks

Vortex - the lead time for embed portion to ship is 3-4 weeks and 5-8 weeks for the rest of the features. Playable fountains are 10 weeks. Elevations are 16-29 weeks depending on the size of the structure.

Filters - the lead time for filters to ship is 10 to 14 weeks.

UVs - the lead time for UVs to ship is 10 to 14 weeks.

Holding Tank - the lead time for holding tanks to ship is 4 to 6 weeks.

Code Compliance

Kraftsman Builds SplashParks according to the following codes, while adhering to the more stringent of either in the case of a conflict:

2021 International Swimming Pool and Spa Code, Chapter 6 Aquatic Recreation Facilities, Section 612 Interactive Water Play Features -- https://codes.iccsafe.org/content/ISPSC2021P3/chapter-6-aquatic-recreation-facilities#ISPSC2021P3_Ch06_Sec612

Texas Pool & Spa Coalition -- <https://www.txpsc.org/ispsc/>

Texas Administrative Code, Title 25 Health Services, Part 1 Health Code, General Sanitation Chapter 265, Interactive Water Features and Fountains Subchapter M -- https://www.dshs.texas.gov/sites/default/files/poolspa/pdf/Rules5_2010.pdf

Installation of Canopies:

Installation of canopies if quoted includes:

- A. Receiving and unloading of equipment
- B. If piers are listed separately in line items of proposal
 - 1. Haul off of soil and concrete spoils from project site
 - 2. Or distribution and leveling of any excess soils from excavation, if there is an area approved by customer for filling low areas on the facility.
 - 3. Rebar reinforcement for piers
 - 4. Concrete for piers
 - 5. Anchor bolts for connection of frame to piers if required
- C. Assembly of all frame work
- D. Installation of fabric and cable system
- E. All labor, tools, man lifts, ladders, cranes, and other equipment as necessary for installation.

Pier Sizes Quoted:

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

Initials SOX



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Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Lead Times Playgrounds:

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.

Superior Site Amenities - lead time for items to ship is 4-6 weeks for standard items.

Shade Canopies - lead time to ship is 9-10 weeks for custom shade canopies.

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General Terms and Conditions

Bill To:
Bastrop, City of

Ship To:

Terms:
Net 10 days
CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise and workmanship on this proposal to be up to the manufacturers' published standards upon receiving full payment. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance and/or payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to unmarked underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If Kraftsman is to handle required permitting, Kraftsman will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted

Cody Hutcherson

November 7, 2025

Date

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

Printed Name & Title

Sylvia Carrillo-Trevino, City Manager

PO#:

Date of Acceptance

2/3/2026

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!