

City of Uniontown

From: Kate Shepard <kate@playscaperecreation.com>
Sent: Friday, September 17, 2021 11:49 AM
To: cityofuniontown@ckt.net
Subject: Re: Splash Pad

Just got off the phone with Skeet. Can you get me your Monthly Base Rate for water and cost per Tgal? In addition you r Monthly base rate for electricity and price per Kwh? Also what months you would want to operate and what hours you would operate it.

Most operate a splash pad until 8 pm....they don't want to reprogram system and 8 pm in the spring/fall is right before dark. Most open at 10 so they can get their daily work started before any possibility of being called down to the park. In cities where there is more help some will operate earlier/later—they want to keep families in town for ball tournaments spending money....If you provide a destination for all ages there's more people buying hotel rooms/food...ect. With union town we can teach you how to hit manual so you can operate during special events.

A recirculating system with UV will cost an extra 70K + labor...In addition the aquatic health code recommends a bathroom within 300 feet. We did some google earth measurements and city hall is within 300 feet...but when kids have to cross the street they will be less likely to utilize a restroom—and use the splash pad instead.

If you get me your base rate we have an operational cost estimator that can show you if you have any cost savings. On larger pads you usually pay for the system in 5 years...but cost of water in some cities is low enough that the cost of equipment over 10 years cost more money than just draining it away. There's also a filter system that can be installed on a drain away with or without use of a holding tank that allows sediments to settle

Sincerely,
Kate Shepard, CPSI
Playscape Recreation LLC
[email: kate@playscaperecreation.com](mailto:kate@playscaperecreation.com)
mobile: 620-496-6555
office: 620-625-3800



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City of Uniontown

From: Kate Shepard <kate@playscaperecreation.com>
Sent: Wednesday, September 15, 2021 2:41 PM
To: cityofuniontown@ckt.net
Subject: Splash Pad
Attachments: 3D_Renders-Landscape.pdf; Untitled attachment 00242.htm;
PlayScapes_Logo_FINAL[1].png; Untitled attachment 00245.htm

Good afternoon....Sorry for delay. This year is crazy with all of the price increases/shipping delays...I'm burning the candle at two ends. Here is one concept drawing I came up with using our eco activator. I also spoke with Bill Hachmeister who just finished writing up the new aquatic health codes for splash pads. Since the park is not equipped with restroom facilities he highly recommends we just go with a flow through system. With that said he looked at your location and your far enough from any water sources sunscreens and other wash offs from humans would have time to clean/filter...so depending on your codes we could drain away into the ditch at the park or run a line further out to the edge of town..

Take a look, typically equipment is 40% of the cost/60%....If the city would be willing to provide excavation/rock/concrete and lines up to the pad for the site We could provide the labor to set piping/footings test and connect the equipment throughout the project. We can also provide turn key with the exception of the drain lines/water need to be provided up to the pad.

Call with questions. The easiest way on design is to get the group together on a zoom meeting or there at city hall/library where we can connect to internet.

We have Pittsburg up and running, I know some of the group works down there. 3-6 Tuesday-Friday...I think its 1-6 Saturday/Sunday closed on Monday until Oct 1 when they will shut down and winterize as we begin phase 2 which will include some shades/turf.

long!
Both 300' from pad

playscopes
Geometric Play Environment for All Children



waterplay

Uniontown Splash Pad

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Waterplay Interactive



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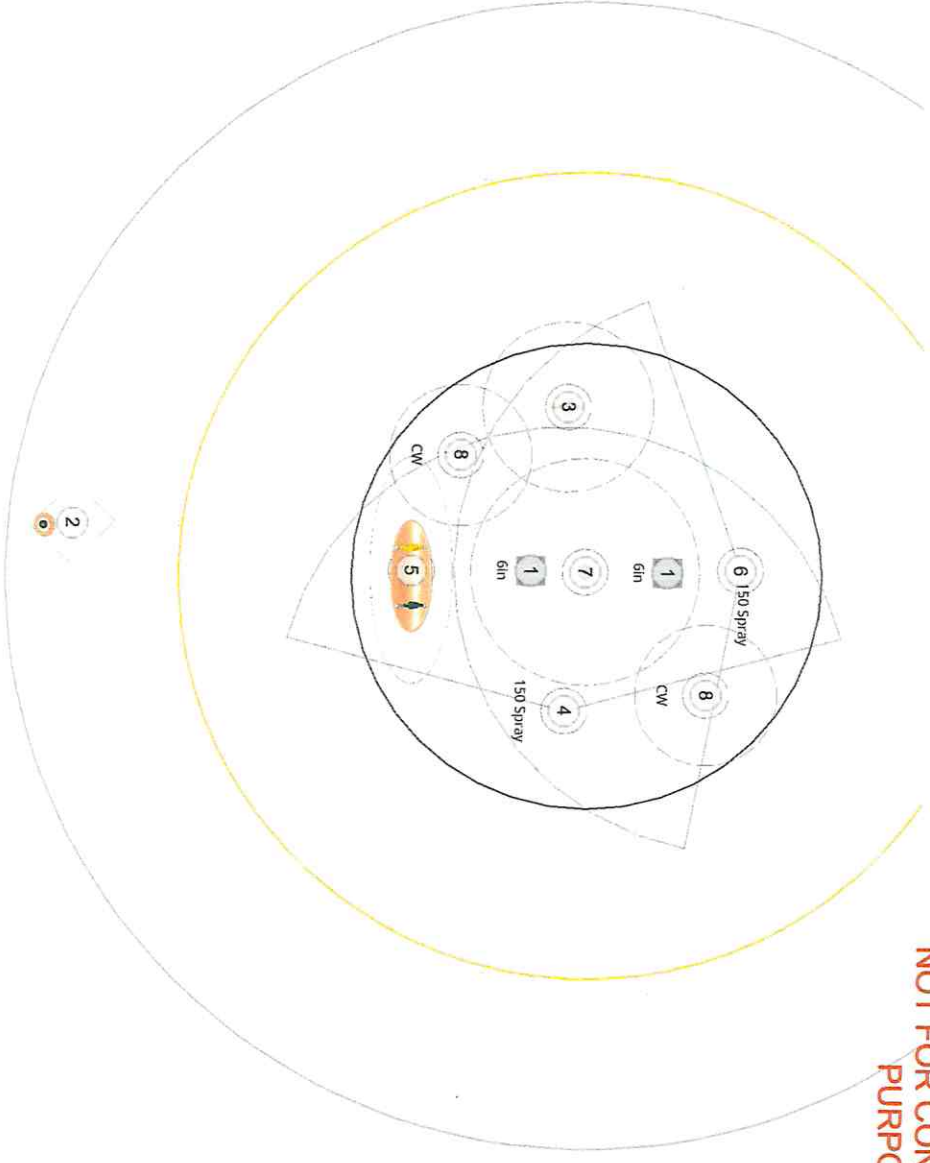


 **waterplay**[™]

Uniontown Splash Pad

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CODE	SKU	COMPONENT NAME	QTY
1	DRA-00007	Drain 12 Inch w 6 Inch Outlet	2
2	0010-9251	ECO Activator	1
3	0010-9269	FS FISH	1
4	0010-8418	FS FOX	1
5	0010-4589	FS GULLY	1
6	0010-8901	FS TURTLE	1
7	0010-5724	FS WATER WEAVER 2	1
8	0010-7475	GS CHARLOTTE WEB	2



NOT FOR CONSTRUCTION PURPOSES

IMPERIAL 40 x 40

FOR INFORMATIONAL PURPOSES ONLY.
 LOCAL LANDSCAPE ARCHITECT, ENGINEER AND/OR APPROPRIATE AUTHORITIES HAVING JURISDICTION MUST COMPLETE ALL PARK LAYOUT, MECHANICAL, & ELECTRICAL DESIGN PRIOR TO CONSTRUCTION.

DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:

1:74 2021-09-15

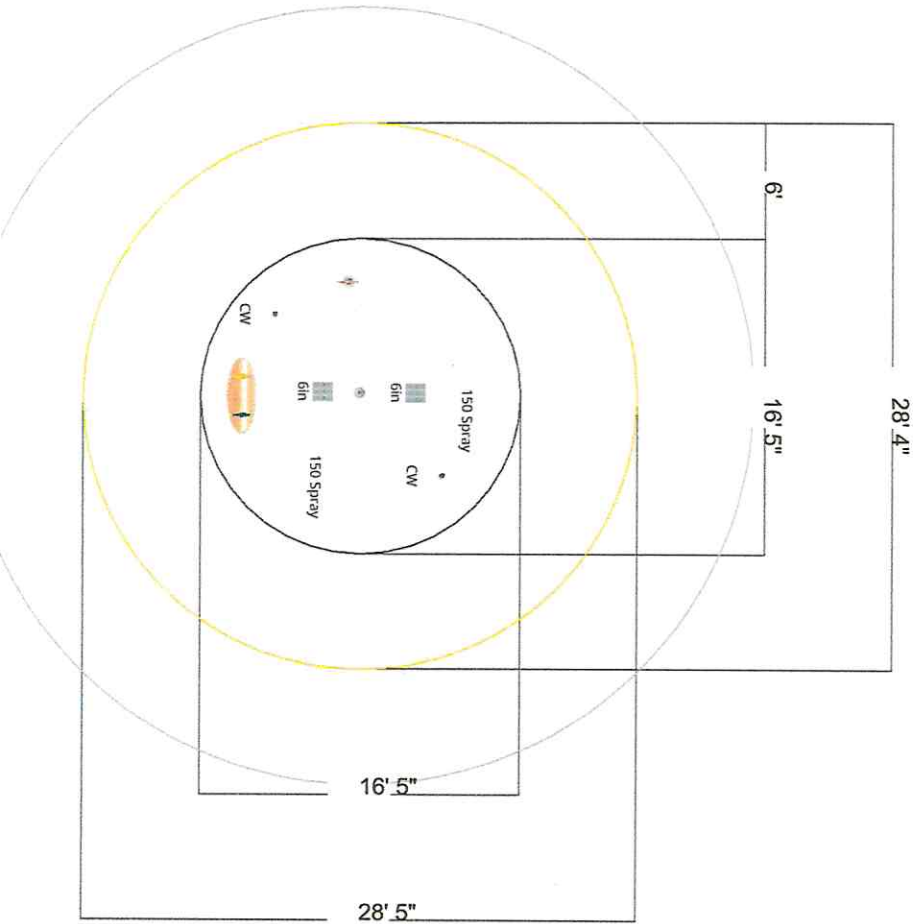
Uniontown Splash Pad



805 Avenue, Kelowna BC
 Canada V1Y 7G6
 TEL. (250) 712-3393 FAX (250) 861-4814
 info@waterplay.com

NOT FOR CONSTRUCTION PURPOSES

- NOTES:
1. MAIN AQUATIC PLAY PAD AREA: 211 SQ TOTAL AREA, INCLUDING OVERSPRAY ZONE: 632 SQ
 2. TO AVOID POTENTIAL DAMAGE TO SURROUNDING SOFTSCAPE AND TO KEEP PEDESTRIAN TRAFFIC FROM GETTING WET, WATERPLAY RECOMMENDS A MINIMUM OVERSPRAY OF 2.44 METRES (8'). FOR AREAS WITH HIGH WINDS, A LARGER OVERSPRAY ZONE MAY BE REQUIRED.
 3. GRADE SURROUNDING OUTSIDE PERIMETER LANDSCAPE TO PROVIDE ADDITIONAL DRAINAGE AWAY FROM OVERSPRAY PAD.
 4. SLOPES (INCLUDING MAIN AND OVERSPRAY AREAS) TO PROVIDE POSITIVE DRAINAGE TO DRAINS. IF CODE REQUIRES THAT THERE BE A ZONE SLOPING AWAY FROM THE MAIN AREA, WATERPLAY RECOMMENDS AN ADDITIONAL DRY ZONE TO MEET THAT REQUIREMENT.
 5. SLAB GRADES SUBJECT TO ENGINEER APPROVAL (NOTE ADA MAX CROSS SLOPE GRADE IS 2%).



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40 X 40

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DESIGNED IN:
WATERPLAY INTERACTIVE

DESIGNED BY:

1:109

2021-09-15

Uniontown Splash Pad



805 Avenue, Kelowna BC

Canada V1Y 7G6

TEL. (250) 712-3393 FAX (250) 861-4814

Info@waterplay.com



Project Name: Uniontown Splash Pad

Customer: Playscape Recreation

Waterplay Solutions Corp
805 Crowley Avenue
Kelowna, BC V1Y 7G6 Canada
Ph. 1.250.712.3393 Fx. 1.250.861.4814
Tf. 1.800.590.5552
web: www.waterplay.com
email: sales@waterplay.com

Quote Date: 2021-09-15

Expiry Date: 2021-10-15

Status: Concept

CUSTOMER INFORMATION

Customer: Playscape Recreation

Bill To:

Telephone:

Currency: \$ US

Project Name: Uniontown Splash Pad

LINE ITEMS

Part Id	Description	Customer Price	QTY	Amount
DRA-00007	Drain 12 inch w 6 inch Outlet	\$295.00	2	\$590.00
0010-9251	ECO Activator	\$7270.00	1	\$7270.00
0010-9269	FS FISH	\$2585.00	1	\$2585.00
0010-8418	FS FOX 150 Spray.	\$4365.00	1	\$4365.00
0010-4589	FS GULLY	\$5655.00	1	\$5655.00
0010-8901	FS TURTLE 150 Spray.	\$3365.00	1	\$3365.00
0010-5724	FS WATER WEAVER 2	\$3675.00	1	\$3675.00
0010-7475	GS CHARLOTTE WEB	\$625.00	2	\$1250.00
0010-0507	FS PLAY PHASE	\$485.00	5	\$2425.00

Customer Price \$31180.00

* Plus applicable taxes *

WATERPLAY EQUIPMENT DOES NOT INCLUDE

Unless otherwise specified, Waterplay equipment DOES NOT include the following:

- Engineered drawings;
- Installation of equipment or other site amenities;
- Specialty fittings, flex couplers or other similar types of joining;
- Field piping/plumbing, double check valves, in-line strainer;
- Power supply, electrical conduit, wiring, connection fittings;
- Electronic solenoid valves (only included with the purchase of a Waterplay manifold).

COMPLIANCE WITH CODES AND STANDARDS

Waterplay Solutions Corp is an equipment manufacturer. We participate in ASTM panels for the aquatics industry and make every effort to ensure that our product will meet or exceed the ASTM standards. Waterplay also aims to ensure that most of our features are ADA compliant but some structures will fall outside of this compliance. It is the Customer's responsibility to ensure that any requirements to meet ADA compliance are duly noted prior to placing the order.

Waterplay products are purchased and installed all over the world; unfortunately it is not possible for Waterplay to know all local standards, codes and/or municipal by-laws that may apply to the equipment we provide. Waterplay will work with our Customers to ensure compliance with applicable codes and standards but it is the Customer's responsibility to identify those requirements prior to the signed purchase contract. Failure to do so may result in additional charges to the Customer should modifications be required after the order is placed.

PURCHASE CONTRACT TERMS & CONDITIONS OF SALES

The following terms and conditions (the "Terms and Conditions") form part of the purchase contract (the "Purchase Contract") between yourself (the "Customer") and Waterplay Solutions Corp. ("Waterplay"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

PAYMENT TERMS AND FINANCIAL CONSIDERATIONS:

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (together with all applicable taxes, the "Purchase Price") shall be on the following terms: 50% of the Purchase Price to be paid prior to Waterplay commencing production on the Customer's order and the balance of the Purchase Price to be paid prior to Waterplay shipping the order (or any part thereof) to the Customer. Any overdue balances are subject to interest charges of 2% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Waterplay through performance of the Purchase Contract will be the Customer's responsibility and are not included in the Purchase Price. Without limiting the generality of the foregoing, applicable Canadian taxes will be applied to all taxable goods and services included in the Purchase Contract based on the Canada Revenue Agency's GST/HST Place of Supply rules, as amended from time to time.

Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Waterplay maintains a no return policy and asks all Customers to determine feature and colour selection carefully. If a Customer cancels an order after production has commenced, Waterplay reserves the right to charge (and the Customer agrees to pay) a 20% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

TITLE

Except where title to the products contained in the Customer's order is explicitly transferred by Waterplay to the Customer and the Purchase Price is paid in full, property in, title to and right to possession of such products shall remain in Waterplay until the Purchase Price and all sums due or to become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected with the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, for projects where Waterplay is supplying goods without installation, risk of loss of the goods, or any part of the goods, shall pass to the Customer when the goods or any part of the goods is delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, which ever event shall first occur.

In the event of a "turnkey" projects (where Waterplay is supplying and installing goods), risk of loss of the goods shall pass to the Customer upon completion of the project.

DESIGN CHANGES

If the Customer requests any changes in the design specifications, or if changes in such specifications are either required by an authority having jurisdiction or necessitated by material differences between the physical conditions upon which the specifications are based and actual on site physical conditions, the Purchase Price shall be increased accordingly.

In the event that changes are made to the delivery schedule after the Customer's order is confirmed and the expected shipping date and delivery date have been determined, Waterplay reserves the right to request payment of (and the Customer agrees to pay) the outstanding balance of the Purchase Price, effective the initially determined shipping date. Waterplay also reserves the right to request payment of, and the Customer agrees to pay, a storage fee of \$250.00 (CAD) per week.

LEAD TIMES & LOGISTICS:

Waterplay strives to complete orders within the Customer's requested timeline. However, production lead times are impacted by multiple factors, some of which are out of Waterplay's control, including, but not limited to, product mix and plant capacity at the time of order. Expected timing for order completion and shipment from the Waterplay factory will be communicated to the Customer at the time a Purchase Contract is accepted by Waterplay.

Transit time from Waterplay's warehouse to the final shipping destination is in ADDITION to the estimated production lead times indicated by Waterplay in a Purchase Contract. Estimated production lead times assume that all necessary documentation and payments have been received by Waterplay.

In order to facilitate production lead times, colour and graphic selection must be provided to Waterplay within 5 business days of signing of the Purchase Contract.

Delivery of Waterplay product shall be either FCA Origin for all truck deliveries, or CIF Destination Port for all marine shipments. All products will be carefully wrapped and packaged to mitigate loss or damage during shipment and meet local regulations for import. All shipments must be inspected upon delivery and any damage, errors or omissions on parts must be reported to Waterplay and the transport company within 48 hours of receipt of goods.

Where transportation costs are included in the Purchase Price, if Customer requests a transportation method other than the most economical one, the excess transportation cost shall be paid by the Customer. No credit or deduction shall be allowed to the Customer for any transportation charges beyond any point at which the Customer accepts delivery.

FEATURE ACCEPTANCE:

The Customer has reviewed local codes/standards as they may apply to the products contained in this order and has noted its acceptance of the design and related product specifications, by signing the Purchase Contract.

Where custom features have been included, the Customer has indicated acceptance of the custom feature by initializing the enclosed custom product specification pages.

For orders including Water Treatment Systems ("WTS"), the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained. The Customer has reviewed the WTS drawings and accepts the design by initializing each page of the drawing package.

SERVICE & SUPPORT:

Waterplay shall communicate the delivery shipment date with the general contractor (the "Contractor") identified by the Customer in this Purchase Contract in order to permit material unloading and handling preparations by the Contractor.

Waterplay is responsible for providing telephone product technical assistance and system start-up support to ensure the proper operation of the Waterplay park systems. Operations and maintenance manuals will be provided at the completion of the project installation.

In the event that the Purchase Contract includes a provision for on-site service from Waterplay, the Customer is responsible for arranging such services at least 14 calendar days prior to the date a Waterplay representative is first required to be on site. Waterplay reserves the right to bill the Customer for (and the Customer agrees to pay) any additional expenses incurred if travel must be booked with shorter notice.

Waterplay is responsible for communicating on-site service requirements to the Customer in advance of commencing a service trip.

The Customer is responsible for coordinating installation schedules with Waterplay to ensure that the site is ready for Waterplay's services upon arrival. Waterplay reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site and any additional expenses incurred as a result of the site not being ready for the planned services.

The Customer is responsible for ensuring a safe working environment for any on-site Waterplay or Waterplay contracted service technicians. Waterplay contractors and staff have the right to discontinue work if a work environment is deemed by them (in their sole discretion) to be unsafe until such time as the safety concern(s) has been resolved to Waterplay's satisfaction. Waterplay reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

GENERAL TERMS & CONDITIONS

Acceptance of Order: Waterplay may refuse to accept any order for any reason whatsoever without incurring any liability from the Customer.

Change Orders: No change to this Agreement will be enforceable unless the customer has signed a Waterplay Change Order.

Collection Costs: The Customer agrees to pay on demand the amount of all expenses reasonably incurred by Waterplay in efforts to collect the Purchase Price. The Purchaser shall pay reasonable legal costs (fees and disbursements) on a solicitor and own client basis, including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Waterplay and are confidential. The Customer shall not, without prior written consent of Waterplay, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Waterplay, its affiliates, and their respective employees, directors, officers, agents and contractors (collectively, the "Waterplay Group") for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for that product, or part thereof, which gives rise to the claim. In no event will the Waterplay Group be liable for special, indirect or consequential damages.

The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Governing Law: This Purchase Contract and all amendments, modifications, alterations or supplements to this Purchase Contract shall be governed by the laws of the Province of British Columbia, as to the nature, validity and interpretation of the Purchase Contract. Acceptance of the Customer's order is subject to the condition that Waterplay's obligation under any laws or government orders, rules or regulations issued thereunder whether now in force or hereafter made effective, shall be no greater as a result of such accepted order and no greater than required by such laws, and Waterplay expressly disclaims assumption of any of the Customer's obligations under such laws.

Time: Time shall be of the essence of this Agreement and of each and every part hereof.

Dispute Resolution: All disputes arising out of, or in connection with, this Agreement shall be referred to and finally resolved by a single arbitrator (the "Arbitrator") pursuant to the Arbitration Act, R.S.B.C. 1996, c. 55, as amended from time to time or any successor statutes, with such arbitration being held in Kelowna, British Columbia. The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be conclusive, final and binding on all of the parties. The Arbitrator shall determine who shall bear the costs of arbitration.

Enurement: This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.

Force Majeure: Neither the Customer nor Waterplay shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other party will have a right to terminate the agreement evidenced by the Purchase Contract in such circumstances. Any party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.