

**Change Order No. 5**

5/6/09

**Project:** Overland Park Soccer Complex (PR-1085)  
Auxiliary Structures

**Owner:** City of Overland Park, Kansas

**Contractor:** Pearce Construction Company  
417 East 135th Street  
Kansas City, MO 64145-4748

Contract Dated: January 12, 2009

In Accordance with the terms of the Contract referenced above, the CITY hereby authorizes the Contractor to make the following change to the Contract for the total additional amount of **\$570,000.00**. In all other respects, the terms and conditions of the **January 12, 2009** Agreement shall remain in full force and effect, except as specifically modified by this Change Order.

The Contract changed as follows:

Guaranteed Maximum Price Totals as follows:

Overland Park Soccer Complex - Auxiliary Structures

**TOTAL GUARANTEED MAXIMUM PRICE FOR ALL WORK INCLUDED IN THIS CHANGE ORDER:** \$570,000.00

Clarifications for the above values are listed in Exhibits

**Bonds:** City's Performance Bond and Statutory Bond Increase documents to be submitted as soon as possible after City Council

The following Exhibits are included in this Change Order as follows:

Exhibit A Scope of Work including Summary of Allowances, Clarifications, and Qualifications

Exhibit B Cost Breakdown

Exhibit C Performance Bond & Statutory Increase documentation

The original Contract Sum was	\$83,000.00
Change Order #1 - Overland Park Soccer Complex - Multipurpose Fieldhouse	\$3,593,489.00
Change Order #2 - Deanna Rose Farmstead Entrance Building	\$1,433,959.00
Change Order #3 - Overland Park Soccer Complex - Concession Buildings	\$3,087,220.00
Change Order #4 - Deanna Rose Farmstead Ben's Bank Building	\$218,310.00
Change Order #5 - Overland Park Soccer Complex Auxiliary Structures	<u>\$570,000.00</u>
Revised new Contract Sum including this Change Order is	\$8,985,978.00

The date of Substantial Completion for the feature element shall be **August 28, 2009**. The date of substantial completion for all other items of work included in this Change Order shall be **August 21, 2009**.

**Change Order No. 5**

5/6/09

**Project:** Overland Park Soccer Complex (PR-1085)  
Auxiliary Structures

**Owner:** City of Overland Park, Kansas

**Contractor:** Pearce Construction Company  
417 East 135th Street  
Kansas City, MO 64145-4748

APPROVED:  
City of Overland Park, Kansas

\_\_\_\_\_  
Carl Gerlach Date  
Mayor

ACCEPTED:

Pearce Construction

\_\_\_\_\_  
Donald R. Pearce Date  
President

MAY 6, 2009

Approved as to form:

\_\_\_\_\_  
Tammy M. Owens  
Senior Assistant City Attorney

**OVERLAND PARK SOCCER COMPLEX  
PR-1065  
PHASE III  
EXHIBIT A  
CHANGE ORDER NO. 005  
MAY 6, 2009**

**Scope of Work**

The following items are included in this Change Order:

1. Tensile shade structure at Plaza west of Field House.
2. Four (4) shade structures, two (2) each at the northeast and northwest concession buildings.
3. Park Pavilion structure in the community park.
4. Feature element located in the West Plaza.

Scope of Work included in Change Order No. 005 includes the main Tensile shade structure over the West Plaza. This work will be performed under a design/build subcontract with FabriTec, based on their proposal of April 27, 2009 (copy attached). The FabriTec design/build subcontract also includes four (4) individual shade structures, to be located at the remote concession buildings. Work under this subcontract is to be completed by August 14, 2009, with foundation work completed prior to July 10, 2009, or as required by other construction operations. Final completion by August 21, 2009. A lighting allowance of \$15,000.00 is included.

The Pavilion structures shall be a Litchfield Model No. 8025P-MR24-KL-25, hexagonal 25 foot shelter with 8" round steel support columns, to be located at the community park. The schedule for this work will be coordinated with other sitework on the project and will be completed concurrently with the remainder of the project.

The feature element will include a 48" nominal diameter stone soccer ball in a 24" high x 54" diameter granite base, located in the west main plaza and will include the bleeder valve option, turning control option and a winter cover, along with the necessary equipment, piping and concrete reservoir tank. Work is as outlined in Proposal from Kusser FountainWorks, dated April 23, 2009, Option No. 2 (copy attached). Work under this subcontract shall be completed by August 21, 2009, with final completion by August 28, 2009.

Subcontracts to FabriTec and Kusser FountainWorks require deposits, which shall be billed under the contract upon issuance of those subcontracts.

Specification Section 133100-Shade Canopies is an additional contract document pertinent to the shade structure work.

## Overland Park Soccer Complex Phase III

5/6/2009

### Exhibit B

#### Change Order 5 Cost Estimates

14			
<b>Cost Soccer Ball Fountain Kusser Option 2 Base with High Intregal Drain</b>			
#	Item	Total	Notes
1	granite ball and base	95,062	See Kusser Proposal
2	equipment skid	5,590	See Kusser Proposal
3	installation assistance	3,240	labor to assist in uncrating, transfer
4	excavation	600	excavate for concrete base
5	concrete	570	concrete foundation and support curb
6	formwork	1,420	form work for curb
7	cement flatwork	500	remove/replace access square
8	reinforcing steel	620	reinforcement for base
9	hand excavation	110	crumb footing footing for base
10	resevoir	1,265	provide concrete holding tank (fiberglass by Kusser add \$3500)
11	plumbing	10,127	provide supply, suction, supply, overflow and drain lines, install resevoir
11	electrical	2,500	allowed amount for electrical service
		<b>121,604</b>	
	Insurance / Bonds	2,031	
	Contractor's Fee	5,776	
	<b>Total</b>	<b>\$129,411</b>	

14.1			
<b>Add Bleeder valve</b>			
#	Item	Total	Notes
1	equipment	675	add bleeder valve attachment in base
2	plumbing	1,410	extend bleeder line to resevoir with valve
5		0	
		<b>2,085</b>	
	Insurance / Bonds	35	
	Contractor's Fee	99	
	<b>Total</b>	<b>\$2,219</b>	

14.2			
<b>Add Directional Control</b>			
#	Item	Total	Notes
1	equipment	7,305	add controls on skid and supply line connection in base
2	plumbing	2,162	provide second supply line to base
		0	
		<b>9,467</b>	
	Insurance / Bonds	158	
	Contractor's Fee	450	
	<b>Total</b>	<b>\$10,075</b>	

15			
<b>Tensile, Shade and Park Pavillion Structures</b>			
#	Item	Total	Notes
1	tensile structure	257,800	Design build proposal for tensile structure at main plaza
2	shade structure	91,800	Provide 4 20' square Aurora 20 shade structures
3	park pavillion	34,970	Provide Litchfield #8025-MR24-KL-25 Pavillion stucture
4	lighting allowance	15,000	Allowed amount for tensile structure lighting
3	install assistance	2,887	Pearce Assistance in erection
		<b>402,457</b>	
	Insurance / Bonds	6,721	
	Contractor's Fee	19,117	
	<b>Total</b>	<b>\$428,295</b>	

<b>Total of All Items</b>	<b>\$570,000</b>
---------------------------	------------------



**Dallas Headquarters**  
8505 Chancellor Row  
Dallas, TX 75247  
214.905.9500 Tel  
214.905.9514 Fax  
**West Coast**  
350 Kalmus Drive  
Costa Mesa, CA 92626  
800-50-SHADE Tel  
714-427-6982 Fax

**April 27, 2009**

## **Proposal**

**Overland Park Soccer Complex – Tensile Membrane Structure**  
Overland Park, KS

**Attn: James Senter**  
**To: Pearce Construction**  
**Tel: 816-941-3000**  
**Email: jsenter@pearceconstruction.com**  
**CC: FT PR08-KS-212 CC**

### **Proposal Description**

USA Shade & Fabric Structures, Inc. branded as FabriTec Structures is pleased to offer the following design/build proposal for the above project. FabriTec will design, engineer, fabricate, supply and install one canopy having 3 membrane sails utilizing 6 common support columns per DXF plot dated 4-21-09 and also an add for the four (4) individual 20' x 20' FT Modular Aurora structures per FabriTec drawing 1001. And as further described below:

The large three sail canopy has a total fabric plan area of approximately 2,660 square feet and a total fabric surface area of approximately 2,915 square feet. The Aurora shade structures have a total fabric plan area of approximately 1,265 square feet and a total fabric surface area of approximately 1,285 square feet.

### **Proposal Pricing**

**Large Three Sail Canopy: \$224,800 (Two hundred Twenty Four Thousand Eight Hundred Dollars)**

**Foundations: \$33,000 (Thirty Three Thousand Dollars)**

**ADD for Four (4) Aurora Units: \$82,300 (Eighty Two Thousand Three Hundred Dollars)**

**Foundations: \$9,500 (Nine Thousand Five Hundred)**

Our Bond Rate, should it be required is 2% and is not included in the price.

This Proposal is valid for **30 days**.

Our proposal shall be referenced in the contract/purchase order issued for this project.

## **Scope of Work**

### **Design/Engineering**

FabriTec **includes** the following:

1. Concept Design Refinement (one refinement included).
2. Final Reaction loads and footing and anchor bolt design by FabriTec.
3. Design and Engineering for tensile membrane canopy systems and all associated components.
4. Patterning for fabrication of architectural membrane.
5. Design and Engineering support for building department approval.
6. Wet seal design drawings and calculations by a licensed engineer.

FabriTec **does not** include the following:

1. Design or Engineering of any mechanical, electrical, lighting, signs and lightning protection systems.
2. Design or Engineering of gutters, downspouts, scuppers or diverters.
3. Design or Engineering of other site work or general contractors work.

### **Furnished Materials**

FabriTec **includes** the following:

1. Fabricated PVC/PVDF architectural membrane. Color to be white.
2. Powder coated structural directly associated with tensile membrane structures down to and including base plates, color to be selected from standard USA-Shade colors. *All field connections to be pinned or bolted – No Field Welding.*
3. Galvanized cables as required.
4. Galvanized hardware such as nuts, bolts, threaded rods, turnbuckles, shackles, etc.
5. Powder coated membrane plates, color to be selected from standard USA-Shade colors.
6. One (1) year workmanship warranty and fabric manufacturer's pass thru warranty. *Because of surety requirements, any performance bond, that may be required, will cover only the first year of the warranty. The warranty will be a separate document between USA Shade & Fabric Structures and the Owner, and will be executed at the time of completion of the work*
7. Site Survey.
8. Footings and anchor bolts.
9. Repair Kit with Service Inspection & Maintenance Manual.

FabriTec **does not** include the following:

1. Performance and payment bonds, building permits or fees.
2. Exception to warranty requirement (USA-Shade warranty per attached and standard fabric supplier pass through warranty).
3. Exception to insurance requirement on General Liability per attachment.
4. Coordination of design with existing and/or planned site conditions.
5. Any site work, demolition, landscaping or restoration.
6. Any mechanical, electrical, lighting, signs or lightning protection systems or attachment to our work.
7. Any gutters, downspouts, scuppers or diverters or attachment to our work.
8. Sales or Use tax. (Kansas Tax Exempt certificate to be provided)

**Note:** Our Engineer is responsible to determine the size and shape of the foundations, and length and shape of the anchor bolts. **Client is responsible to provide geotechnical report associated with the work areas.**

### **Installation**

FabriTec will be responsible for the erection of our furnished materials for the tensile membrane canopies. FabriTec will provide all labor utilizing our crews at non union, non prevailing wage structure. If other labor or union is required there will be additional charges. FabriTec will also provide the necessary equipment, rigging and tools required for the installation of our scope.

FabriTec assumes the following:

1. The tensile membrane canopies will be accessible to drive up for unloading of our trucks and installation with our equipment, including crane, forklifts, bobcats and man-lifts (free and clear access).
2. The ability to perform all work with clear, sequential, and continuous access without interruption during normal daytime working hours. There will be no requirement to remove our materials and equipment from the area at the end of each shift.
3. Fabrication and installation for all our supplied components shall occur at the same time. We have allowed for one (1) mobilization for the installation of our steel and fabric and one (1) mobilization for the foundation installation, if additional mobilizations are required, there will be additional charges.
4. Adequate lay down area adjacent to work site.
5. Storage of our materials within close proximity to the installation site will be provided, free of charge.
6. Our price assumes that 200 amp / 110volt electrical power, and water will be provided by others and available within 100' of our work.
7. FabriTec will leave its work and materials in a clean condition at the conclusion of our work. Any additional cleaning that may become necessary will be the responsibility of others.
8. Barricades and public security, should they be required, are not included.
9. FabriTec shall be reimbursed for any work stoppage or delays caused by other parties.
10. Digging of our foundations will not be constrained by any existing concrete or utilities.

Project Schedule    *This schedule is subject to review and modification in 30 days*

**Note:** No work will commence until our accounting department receives a fully executed contract, and financial sovereignty of our client.

<b>Finalize Contract:</b>	<b>Approx. 3 to 4 weeks from Notice to Proceed</b>
Concept Design:	Approx. 2 to 3 weeks from Notice to Proceed
Final Concept Approval:	We assume 1 week
Final Engineering Design:	Approx. 10 weeks from Final Concept Approval, Signed Contract, Receipt of Deposit and All Pertinent Design Information (Foundation Design available in Approx. 8 weeks)
Design Approvals:	We assume 3 weeks from Design Submittals
Foundation Installation:	Approx. 4 to 5 weeks from Foundation Design Approval
Shop Drawings:	Approx. 5 to 6 weeks from Design Approvals
Fabrication & Delivery:	Approx. 10 weeks from Design Approvals depending on final scope selected
Substantial Completion:	Approx. 2 weeks from receipt of all materials on site depending on final scope selected

Items in **bold** run concurrently in the schedule and are not additive. A complete schedule can be developed at time of order.

#### Payment Terms

**5% deposit required at order.** Progress billings will be submitted upon completion of each section of the work by the 25<sup>th</sup> projected to the final day of each month. A detailed payment schedule will be drawn upon award of contract. All payments are due within 30 days of receipt of the invoice. For late payment of invoices interest will be charged at 1% per month.

#### Additional Comments

1. We propose the use of a standard AIA Design/build contract as the form of agreement. Any changes or services outside this form of agreement will impact the price, scope of work and schedule.
2. Any deviations from the drawings or specifications without the consent by both FabriTec and the Owner/Contractor will be subject to a Change Request/Change Order. Additional funds will be invoiced as required.
3. We exclude all liquidated or consequential damages.
4. Owner/GC shall provide an as-built survey or drawing showing the intended location for the structures before engineering begins. If site modification is required after engineering work or shop drawings have been completed and it results in additional re-engineering or re-work there will be additional costs and it will be the subject of a change order.

5. **Concealed Conditions:** (Defined as water, gas, sprinkler, electrical and sewage lines, post tension cable, steel rebar, etc.). This offer is based solely on observations FabriTec was able to make either by visual inspection or by drawings and / or plans submitted by Owner at the time of offer. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was made, FabriTec will stop work and point out these unforeseen concealed conditions to Owner/Contractor so that Owner/Contractor and FabriTec can execute a change order for any additional work. In any event, any damage caused by or to unforeseen concealed conditions is the sole responsibility of the Owner/Contractor and FabriTec shall not be held liable for any such damage. Soil conditions are assumed to be soil that it does not contain any water, hard rock (such as Limestone, Caliches, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and / or materials not specified by the Owner in the bidding process. Any condition requiring additional labor, equipment and / or materials to complete the drilling or concrete operations will require a change order before FabriTec will complete the process.
6. When applicable, USA Shade & Fabric Structures, Inc. reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, USA Shade & Fabric Structures, Inc. reserves the right to implement this surcharge when raw material cost increases warrant it. *Due to recent significant increases which have been experienced in raw material steel prices, it is will be necessary to order, bill for and be paid for steel as soon as final sizes can be determined.*

**End of Proposal**

  
**Claude Centner**

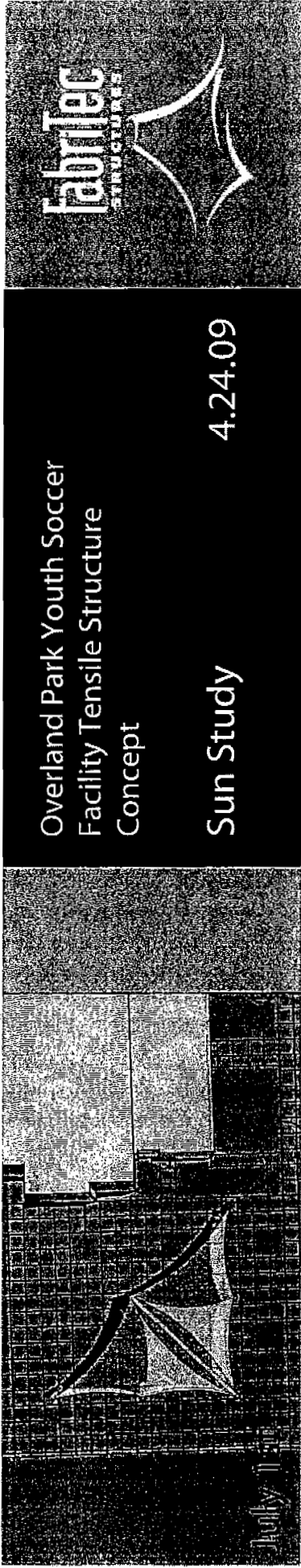
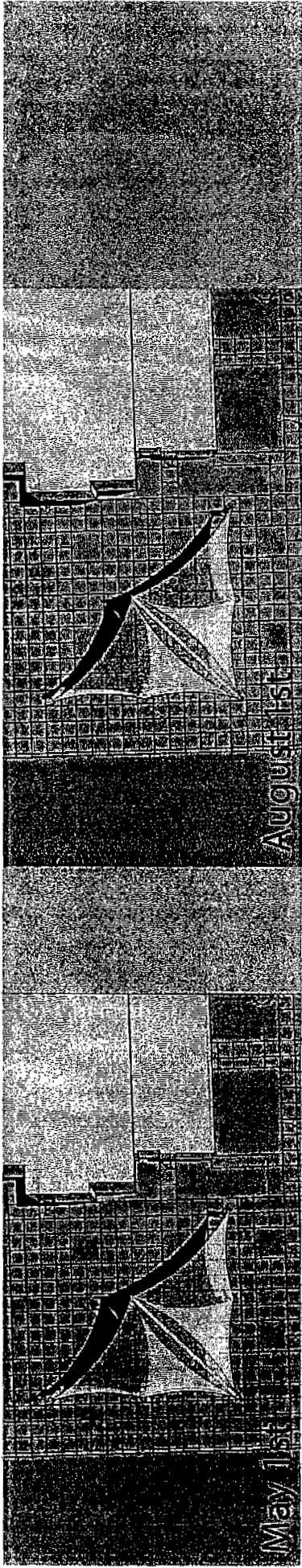
Executive Vice President

USA Shade & Fabric Structures, Inc. branded as FabriTec Structures Inc

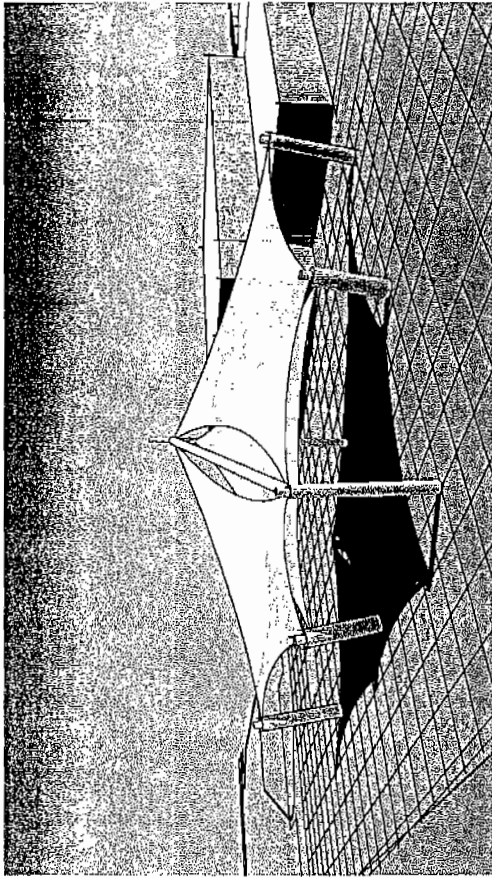
**USA Shade & Fabric Structures is hereby authorized to proceed with the work:**

**Authorized Signature** \_\_\_\_\_ **Dated:** \_\_\_\_\_

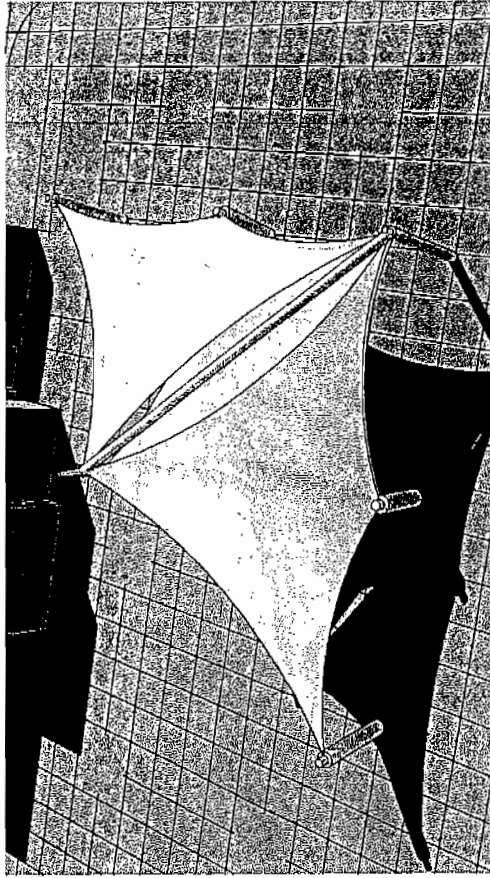




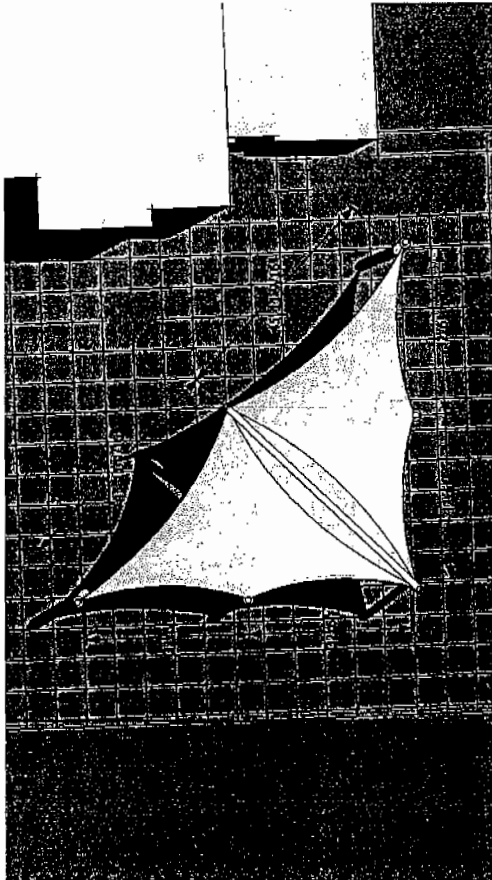
PERSPECTIVE 1



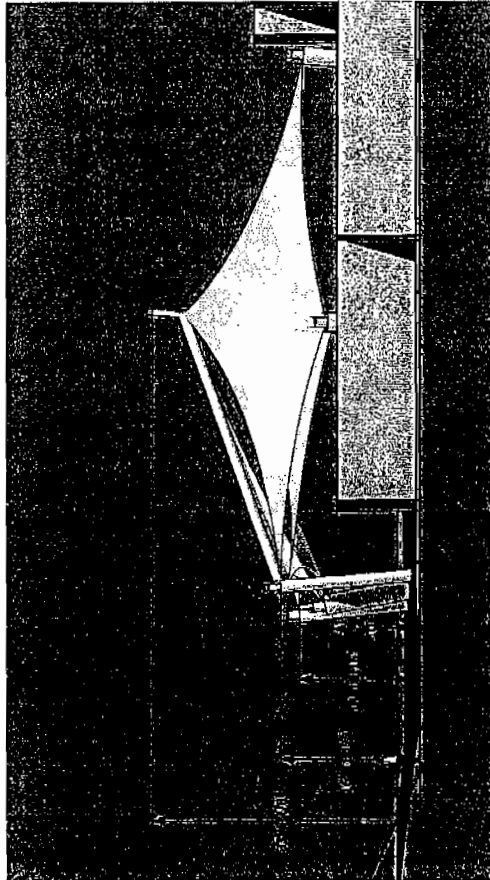
PERSPECTIVE 2



PLAN



ELEVATION



Entrance Structure Concept 2

Overland Park Youth Soccer Facility



drawn by:  
CG  
4.24.09

2

**Fabritec Structures**  
350 Kalmus drive  
Costa Mesa, CA 92626  
Phone: 714.427.6950  
Fax: 714.427.6953  
[www.fabritecstructures.com](http://www.fabritecstructures.com)

**AURORA H2-20  
PVC FABRIC**

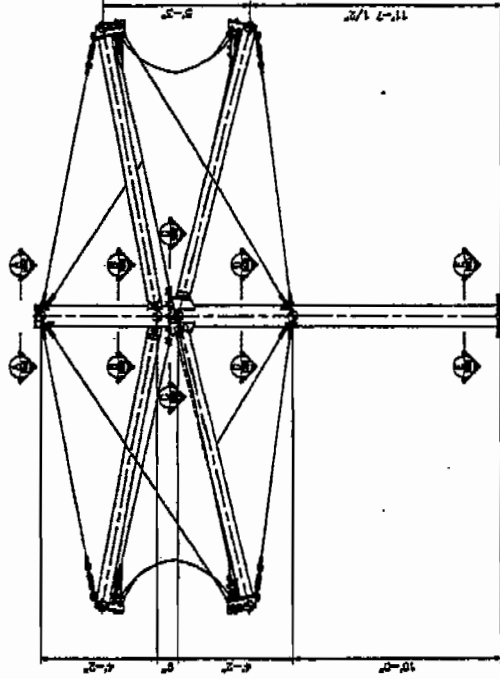
**MODULAR UNIT  
PLAN AND  
ELEVATION**

Slide 2: 1/2" = 1'-0"

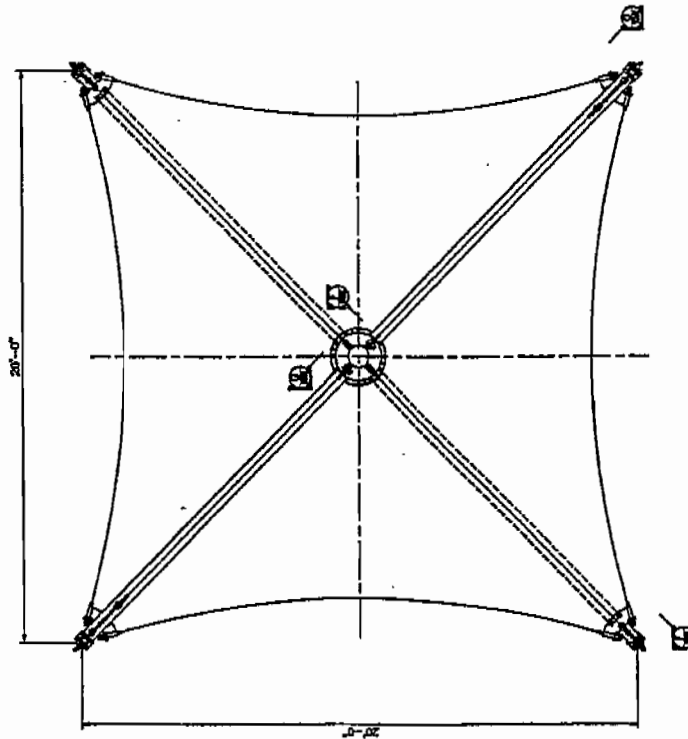
1 of 1

REV	DATE	DRAWN	CHECKED	BY	DESCRIPTION
	DATE	DRAWN	CHECKED	BY	DESCRIPTION
	DATE	DRAWN	CHECKED	BY	DESCRIPTION
	DATE	DRAWN	CHECKED	BY	DESCRIPTION

1001



**FRONT ELEVATION**

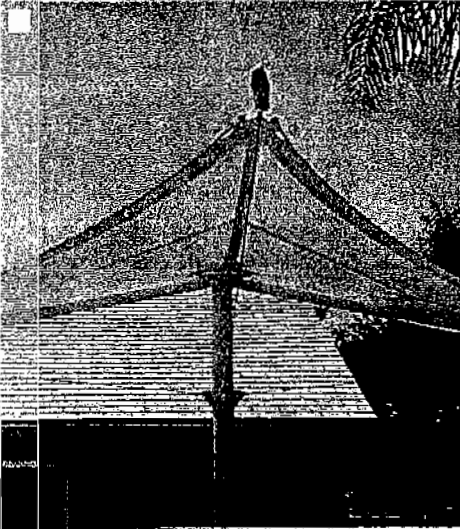
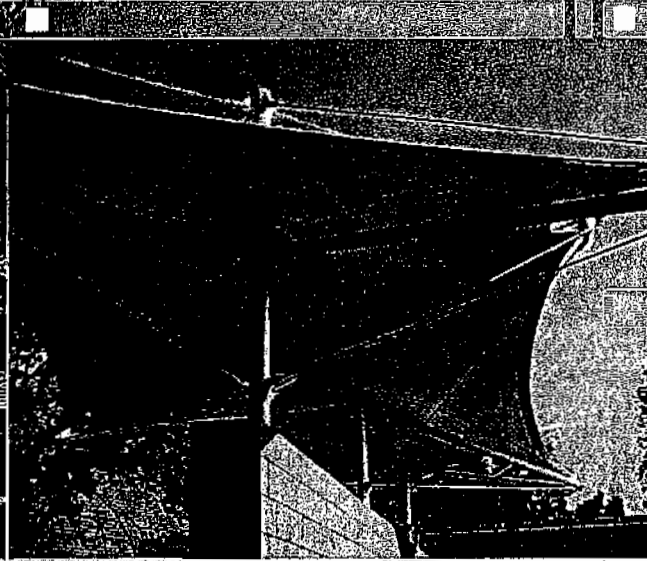
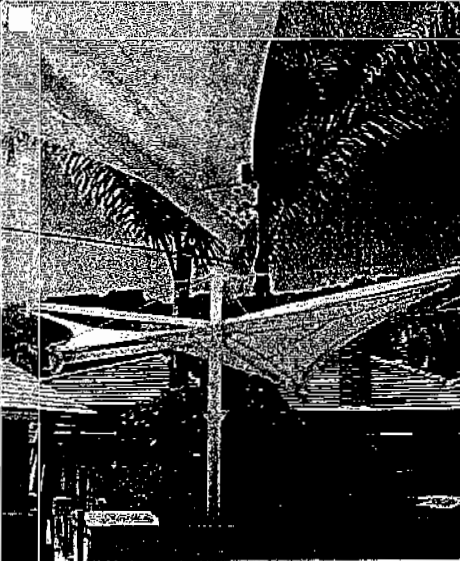


PLAN VIEW



# AURORA

## MODULAR SERIES



# AURORA

### FABRIC OPTIONS



HDPE

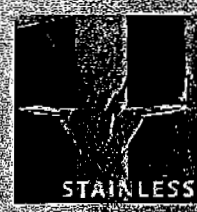


PVC



PTFE

### CONNECTION OPTIONS



STAINLESS



GALVANIZED

☐ Call Kamiya Direct  
 10000 Camino del Mar, Suite 100  
 San Diego, CA 92126  
 Tel: 619.480.1133  
 Fax: 619.480.1134  
 Email: [kamiya@kamiyadirect.com](mailto:kamiya@kamiyadirect.com)

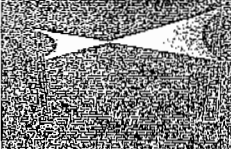
# AURORA



# ECLIPSE



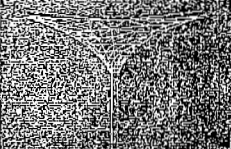
# LUNA



# POLARIS



# SOLANA



# SOLSTICE



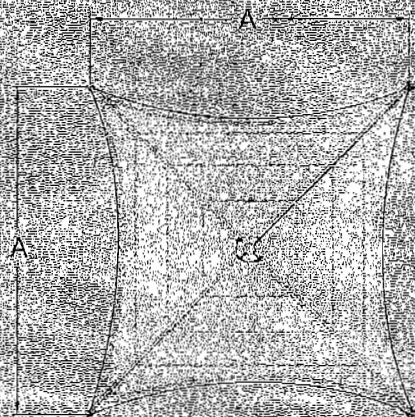
# TWIN TEE



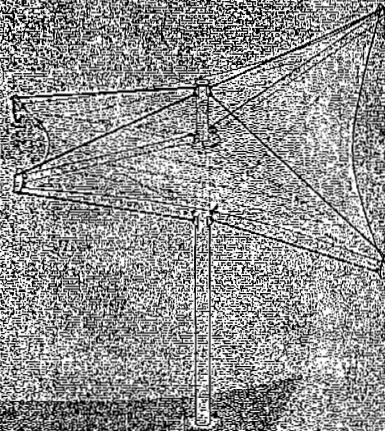


10-10-1000-1-A-B

PLAN VIEW

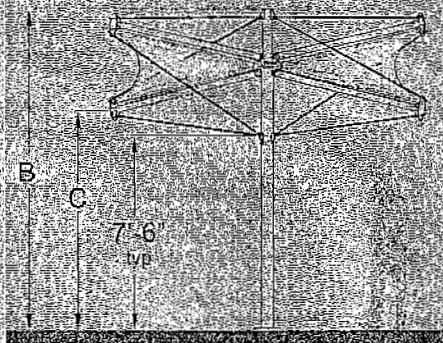


PERSPECTIVE



AURORA

FRONT VIEW

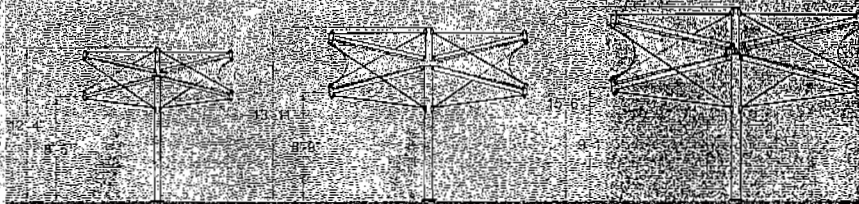


# AURORA

DIMENSIONS

item	AU-12	AU-16	AU-20
A	12	16	20
B	12'-4"	15'-11"	15'-6"
C	8'-5"	8'-9"	9'-1"

RIGHT VIEW





# Kusser FountainWorks

## QUOTE

3109 E 4th Ave,  
t. 800.919.0080 f. 813.248.3671

Number K2955-K120-R02-C03

Date Apr 23, 2009

### Sold To

City of Overland Park  
Daniel Miller  
8500 Santa Fe Drive  
Overland Park, KS 66212-2866

Phone (913)895-6032  
Fax (913)895-5055

### Ship To

Overland Park Soccer Complex  
Overland Park, KS

Phone  
Fax

### Overland Park 120 CM (4') Floating Soccer Fountain

#### Salesperson

Jason Castle

#### Terms

See Terms Section on  
Last Page

### Option 2, base stone with water channel

Line	Qty	Description	Ext. Price	Options Price
1	1	DESIGN STATEMENT: A perfectly balanced, polished sphere set in a round base stone with a socket that is carved to the exact curvature of the ball. The sphere, to resemble a soccer ball, spins on a thin film of water. The water will bubble up from the socket, into a water channel. The water caught in the channel will be gravity fed back to the reservoir and recycled.		
2	1	KUG-120 Floating Granite Sphere, 120-cm (3'11-1/4") in Lord Granite or White Marble TBD, surface polished, balanced, with soccer ball inlay, black fields set in Indian Black Granite to match scale and shape of regulation soccer ball.  KUG-B150 Base Stone in Tittlinger Granite, visible surface polished, bottom sawn, round diameter with water channel, surface honed, 160-cm (5'4"), height 51cm (20 inches).	\$89,864.00	
3	1	Manual Backwash Filter (Micro Filter)  This filter is provided to prevent any particles of debris that would do irreparable damage to the sphere. Sand, DE or cartridge filter will not give this protection, as during the routine maintenance of either of these filters, some particles can get in to the pressure piping and prevent the sphere from turning.	\$1,660.00	
4	1	Crane/Forklift -Offloading of the fountain to include Floating Sphere and Base Stone using either a Crane or Forklift (TBD), set and leveled onto the foundation.	\$3,125.00	
5	1	Equipment-Please See Equipment Quote		
6	1	OPTION No. 1  Sling for ball handling. The sphere and base are delivered as one piece. The sling is provided should it become necessary in the future to lift the sphere to clean the socket. (Optional)		\$413.00
7	1	OPTION No. 2  Bleeder Line - This line is provided to release any air prior to Floating Sphere Start		\$675.00

Overland Park 120 CM (4') Floating Soccer Fountain

Option 2, base stone with water channel

Line	Qty	Description	Ext. Price	Options Price
------	-----	-------------	------------	---------------

up. (Optional)

8	1	OPTION No. 3		\$7,305.00
---	---	--------------	--	------------

**TURNING EQUIPMENT:**

It is not necessarily needed for this fountain. It is a matter of taste and esthetics.

If the fountain has the turning equipment, this means that the turning direction of the sphere will change in the adjusted intervals and the effect is that the whole surface of the sphere is permanently wet.

If the fountain does not get the turning equipment, this means that the sphere is always turning into only one direction, it gets a rolling movement and the effect is that on both sides of the sphere there is a dry area. (Optional)

**SERVICES**

The following items are also included:

Two (2) sets of maintenance and operation manuals

One (1) digital video of this fountain showing the start up and operation for owner(s) and/or agent(s) approval prior to shipping from the factory.

Five (5) year manufacturer limited warranty of the sphere, base and factory warranty on equipment

**NOTES:**

The sample of natural stone, which you will select for the fountain, indicates an average of color markings and other characteristics. Stone is a product of nature; therefore, it is impossible to guarantee uniformity of color veining or any other characteristics.

All Kugels are tested and adjusted prior to crating for shipping.

**SCHEDULE:**

Schedule for making August 29, 2009 Deadline.

1. To be finished by May 1, 2009
  - a) Design concept approved(Floating sphere + base stone)
  - b) Verbal Commitment (asap)
  - c) Signed Contract and deposit
2. To be finished by July 17, 2009
  - a) Fabrication of fountain.
  - b) Testing and approval through video of finished product
  - c) Shipping of fountain.
3. To be finished by August 24, 2009
  - a) container arrives at jobsite
  - b) Site visit from kusser to install the Worlds largest floating "traditional soccerball".

Overland Park 120 CM (4') Floating Soccer Fountain

Option 2, base stone with water channel



Line	Qty	Description	Ext. Price	Options Price
------	-----	-------------	------------	---------------

**INCLUSIONS:**

- 01. Duty, Broker Fee, Customs Fee, Customs Bond
- 02. Insurance to the jobsite - Overland Park, KS
- 03. Crating for Seaworthy
- 04. Freight via Seafreight and overland transportation
- 05. Delivery to the jobsite - Overland Park, KS
- 06. Offloading of the fountain to include Floating Sphere and Base Stone using either a Crane or Forklift (TBD), set and leveled onto the foundation.
- 07. One site visit (one full day) to offload, set and oversee the installation of the Kugel and perform start-up and operation procedures for the maintenance personnel. If more site visits are necessary, it will be at an additional cost of \$ 800 per day plus expenses. (We advise you to have your plumber and electrician on the jobsite the day of start-up.)

**EXCLUSIONS:**

- 01. Any materials other than listed herein
- 02. Any engraving of text
- 03. See Equipment Quote for Equipment - This Quote excludes any equipment not listed above; i.e. pumps, filters, sanitization, electric control panel etc.
- 05. Any excavation, trenching, core boring if applicable
- 06. Concrete, steel work or backfilling
- 07. Back flow preventer, if applicable
- 08. Interface piping, valves & fittings between Kugel fountain, reservoir and equipment
- 09. Any engineering of footings and/or foundation for Kugel fountain or equipment
- 10. Housing for equipment
- 11. Any necessary protective covering after delivery to the jobsite
- 12. Hook up of the utilities to the equipment
- 13. Any applicable taxes buyer is responsible for any taxes

## Payment Terms

\$31,546.51    \$ Deposit Due with order

\$53,637.59    \$ Amount Due when Fountain is complete at the factory, accepted by digital video and prior to shipping

\$9,464.90    \$ Amount Due on Delivery

**SubTotal**                      \$94,649.00

**Tax**                                \$0.00

**Shipping**                        \$0.00

<b>Total</b>	<b>\$94,649.00</b>
--------------	--------------------

Overland Park 120 CM (4') Floating Soccer Fountain

Option 2, base stone with water channel

# Kusser FountainWorks

# QUOTE

3109 E 4th Ave,  
t. 800.919.0080 f. 813.248.3671

Number K2955-E02-R00-C03

Date Apr 23, 2009

## Sold To

City of Overland Park  
Daniel Miller  
8500 Santa Fe Drive  
Overland Park, KS 66212-2866

Phone (913)895-6032  
Fax (913)895-5055

## Ship To

Overland Park  
Daniel Miller  
Overland Park, KS

Phone  
Fax

## Overland Park Floating Soccer Ball Fountain Equipment Quote

### Salesperson

Jason C

### Terms

See Terms Section on  
Last Page

Line	Qty	Description	Ext. Price	Options Price
1	1	<p>KSKID Kusser USA will provide a Modular equipment skid pack on polyethylene base consisting of a filter / feature pump, water treatment, cartridge filter, manual fine filter, control panel and all necessary valves and fittings for proper operation and maintenance. Skid pack shall arrive on job site completely assembled, all electrical equipment shall be pre-wired and all mechanical equipment shall be pre-plumbed. All pumps, filter, supply and discharge lines and fresh water line shall be valved. EasyTouch® Control Systems Control Panel with Hard Wired Easy Touch Pad. Approximate weight- 300 lbs.</p> <p>Please note wire connections to control panel, fresh water hook up and drain to waste connection by others.</p> <p>KGE-015 Filter Pump. High performance full rated energy efficient 50/60 hz. glass reinforced plastic housing with 3450 rpm motor. Integral hair and lint strainer. 208-230 volt, single phase, 1 HP</p> <p>KDA-200 Water level sensor. Brass Float Valve</p> <p>KRM-100 Manifold Assembly. This assembly includes; PVC suction and discharge, control valves and check valves if required. Includes 1/2" drain valves for winterizing.</p> <p>KGB-075 Clean &amp; Clear Filter Cartridge 75 SQFT</p> <p>KGF-100 Clear Chlorinator Off-Line 300C</p> <p>KET-007-EasyTouch® Control Systems Control Panel with Hard Wired Easy Touch Pad</p> <p>KUV-35 Zapp Pure - UV Sterilizer Model ZP1200 23" H/ 35 gpm</p> <p>KSP-052-42 x 50 x 3" Pad, one-piece structural foam and are molded from high-density polyethylene (HDPE).</p> <p>Modular Equipment Skid Pack by Kusser USA:</p> <p>Inclusions: 1. Insurance to the jobsite</p>	\$5,589.70	

## Overland Park Floating Soccer Ball Fountain Equipment Quote

Line	Qty	Description	Ext. Price	Options Price
------	-----	-------------	------------	---------------

2. Delivery to the jobsite
3. Off-load Equipment Skid.
4. Set and level the Kusser USA Equipment Skid
5. Start system and verify system is operating properly.

**NOTE:**

The quotation is based on the assumption that the work area will be accessible for our equipment.

2	1 RESEVOIR 450 Gallon 4' x 4' x 5' Height with a Flat Top	\$4,530.00
---	--	------------

**EXCLUSIONS:**

Any materials other than listed herein  
Any excavation, trenching, core boring if applicable  
Concrete, steel work or backfilling  
Back flow preventer, if applicable  
Interface piping, valves & fittings between Kugel fountain, reservoir and equipment  
Any engineering of footings and/or foundation for Kugel fountain or equipment skid  
Hook up of the utilities or plumbing to the vault

Any applicable taxes (A Florida Sales tax exemption form will be required with placement of order. If the client does not provide this form, we will be required to add 6% sales tax to the order.)

## Payment Terms

\$3,372.90    \$ Deposit Due with order

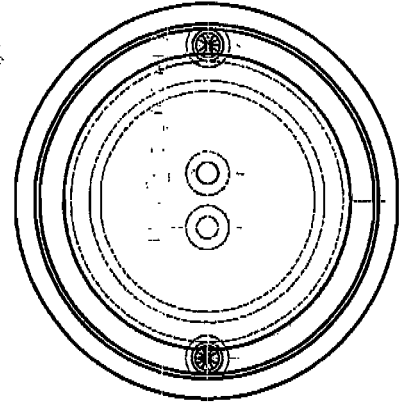
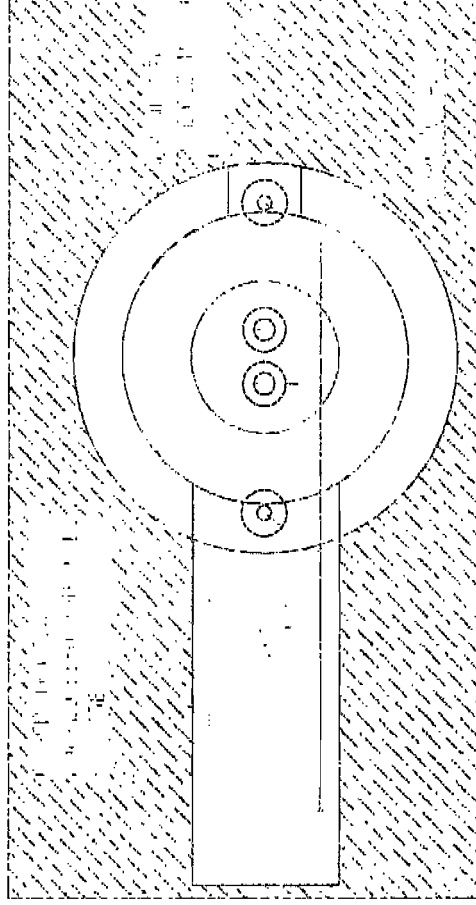
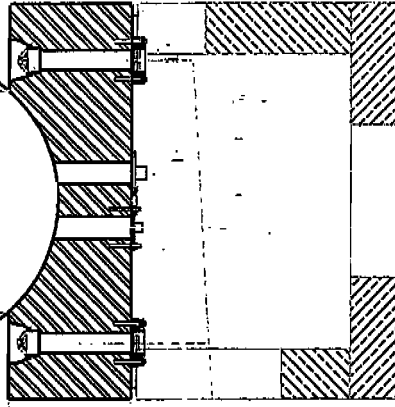
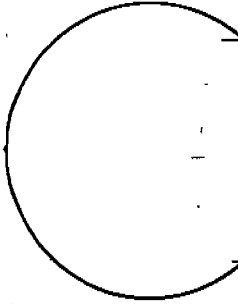
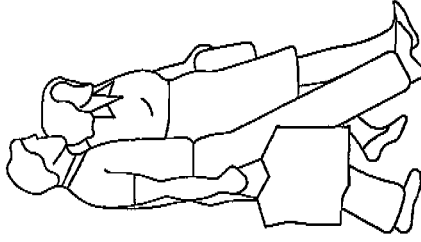
\$5,734.83    \$ Amount Due when Equipment Skid  
is complete at the factory, accepted by  
digital video and prior to shipping

\$1,011.97    \$ Amount Due on Delivery

<b>SubTotal</b>	\$10,119.70
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00

<b>Total</b>	<b>\$10,119.70</b>
--------------	--------------------

Overland Park Floating Soccer Ball Fountain  
Equipment Quote



KUSSER AICHA Graniteworks USA		Dreiburgenstr. 5 94529 Aicha v.M.	
JOB-NR.		08544/9625-0 Fax: 08544/9625-93	
THE LINE:		SCALE	1:20
		SURFACE	
		WEIGHT:	
		DATE	
		NAME	
		ENTER	23.04.2009
		REVIS	
		STATUS	
		KUGEL FOUNTAIN Ø 120 cm	
		WITH ROUND BASE STONE	
		CITY OF OVERLAND PARK	
		-PROPOSAL-OPTION 02	
SHEET			
PAGE			
START	CHANGES	DATE	FILE-NAME