

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9265

DATE 3-3-22

TITLE

RESOLUTION AWARDING THE PURCHASE OF SPLASHPAD PRODUCTS FROM
VORTEX USA INC

BE IT HEREBY RESOLVED, by the City Council of the City of Williamsport that the Products shown in subsequent pages be purchased via Costars, for the Shaw Park Splashpad for: \$206,867.61

BE IT FURTHER RESOLVED, that a copy of this resolution then be forwarded to Vortex USA, via email.

Joyce M. Franke
City Clerk

Approved

[Signature]
President

QUOTE



Account Name: City of Williamsport, PA
 Project Name: Shaw Place Park Splashpad, PA
 Project ID: 37324
 Bill To Name: City of Williamsport, PA
 Bill To Address: 245 W 4th St
 Williamsport, PA 17701
 United States

Created Date: 2/15/2022 8:00 AM
 Quote Number: QUO-12016-C857W8
 Quote Name: Shaw Place Park Splashpad, PA_VA
 Prepared By: Michael McGilbra
 Email: mmcgilbra@vortex-intl.com

Contact Name: Jon Sander

Phone: (570) 327-7500

Email: jsander@cityofwilliamsport.org

**PURCHASE OFF COSTARS-14 RECREATIONAL & FITNESS EQUIPMENT & SERVICES
 VENDOR NUMBER 526690**

Product No.	Product Name	Description	qTY
0555	Aqua Dome N°1 (SW,PC)		1
7672	Leaf N°3 (SW, PC)		1
0611	Activator N°3(SW, PC)		2
7676	Fountain Spray N°2 (EM)		4
0301	Geyser N°1 (EM)		3
	HOP STARFISH		2
7512	Jet Stream N°1 (EM)		6
1004	PlaySafe Drain No.4		2
0303	Rooster Tail (EM)		4
7799	SPIROO (SW,PC)		1
0519	Spray Loop (SW, PC)		2
0220	Tube N°1 (SW,PC)		2
7242	TwinSplash (SW, PC)		1
7777	SILHOUETTE N°5 (SW,PC)		1
12010	Buying Group - Products	Buying Group	1
	Custom WQMS	See Description Below	1
44100	UV System	UV ECP-113-5SPV 260/176/100GPM Dome 208V 3PH, 4" Piping	1
44100	Ug Chemical Reservoir 50 Gall	UnDer Ground Chemical Reservoir-50 Gallons	2
5322	Debris Control System	Debris Trap HDPE With Rain Diverter Valve (Left)	1
5312	Water Containment System	Water Containment System 2000G- Double Loop	1
19030	Freight Fee	Freight Fee	1
18020	Packaging Fee	Packaging Fee	1
19020	Embed Freight Fee	Embed Freight Fee	1
10010	WQMS Start-Up & Training Fees	Start-Up & Training Fees	1
13080	Stamped Drawings Fee	Stamped Drawings Fee	1

QUOTE



	M12 CONNECTION WIRE, 5-PIN, STRAIGHT CONNECTOR_75M LG_22AWG		2
	INSTALLATION KIT # (LARGE SW)SURFACE MOUNT	INSTALLATION KIT # (LARGE SW)SURFACE MOUNT	1
55000	Safeswap N°1	Large Safeswap (Safeswap No. 1)	6
55000	Safeswap N°2	Medium Safeswap (Safeswap No. 2)	7
	INSTALLATION KIT FOR GROUND EQUIPEMENT		51
	TOOL KIT #0	TOOL KIT #0	1
	TOOL KIT #1 :SECURITY BITS (ALL)	TOOL KIT #1 :SECURITY BITS (ALL)	1
	TOOL KIT #88: LEAF SPRAY NOZZLE KEY		1
	TOOL KIT #3 : 2 PIN KEY	TOOL KIT #3 : 2 PIN KEY	1
	TOOL KIT #2 :NOZZLE TOOL	TOOL KIT #2 :NOZZLE TOOL	1
	TOOL KIT #28:RIV-VOZZLE TOOL	TOOL KIT #28:RIV-VOZZLE TOOL	1
	TOOL KIT #128: INSTALLATION KIT FOR SPRAY LOOP (1 LOOP)		1

Custom Description

Domepack WQMS Double Loop System 5HP Feature Pump 3HP Filtration Pump 1 Sand Filter 15 Solenoid Valves Maestro Pro Becsys 3 Chemical Ctrl 208-230V 3 Phase Power

Total Summary

Customer Signature:

**Enquire about our cooperative purchasing programs.
Thank you for doing business with us!**

Products:	201,171.16
Discount:	(10,058.55)
Services:	7,800.00
Transport:	7,955.00
Subtotal:	206,867.61
Total:	206,867.61
Currency:	US Dollar

Terms & Conditions

Products Payment Terms: Product \$100K-\$250K: 30% deposit at PO, 50% @Ship, 20% Net 45

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 Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). 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.

PURCHASE CONTRACT IS SUBJECT TO THE STANDARD TERMS AND CONDITIONS, AND SPECIAL TERMS AND CONDITIONS (and addenda) of COSTARS CONTRACT 14. TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS BELOW AND THOSE OF COSTARS CONTRACT 14, THE COSTARS CONTRACT 14 TERMS SHALL PREVAIL.

QUOTE



Payment Terms

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% 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 Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract 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.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% 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.

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

Should the goods comprising the Customer's order be connected to 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, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times areas contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

QUOTE



Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex 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.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract, if Vortex is the prevailing party. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs for any such collection costs, if Vortex is the prevailing party.

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 Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, 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. Vortex acknowledges that Customer is subject to the Pennsylvania Right to Know law. If a right to know request seeks Confidential Information, Customer will notify Vortex and provide Vortex an opportunity to object to public access. If Vortex objects it shall defend and indemnify Customer in terms of any appeal filed by the requester who is denied access due to Vortex's objection.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors 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 two and one-half times (2.5x) the actual Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All material modifications and material alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has signed a Vortex Change Order request.

Pricing is valid for a period of 90 days.

QUOTE



City Signitures/Date:

Mayor Bink Slaughter

Controller Margaret J. Hooding

City Clerk Janice M. French

STATEMENT OF WORK – Start-Up & Training Services

Inclusions General Items

- The Start-up service provides a set-up configurations and/or onsite training for (WQMS) Water Quality Management System and/or (WDS) Water Distribution.
- A certified installation Technician for the duration of up to a maximum of 12-hours of time.
- A detailed Customer report for records.
- The Start-up configurations can include, but is not limited to the following Water Filtration verifications:
 - o Electrical entry requirements verifications, verifying that the main controller is operational, priming pump(s), verifying pump(s) rotation, filtration verifications, installation of chemical probes in flow cell, starting the filtration line, adjustments of filtration flow rate, making chemical controller functional/adjustments, adjusting the chemical feed pump settings, verifying that the filter flow switch signal is working, calibrating the pH probe, verifying that the water holding tank is clear and balanced.
- The Start-up configurations can include the following Play feature verifications:
 - o Starting the feature pump, inspecting the system for leaks, ensuring no air bubbles in pump line, opening the ball valves on solenoid feed lines, Manual mode line verifications, flushing lines if required, adjusting flow through: Bypass valve, installation of all spray nozzles on features, manual-mode adjustments on water flow features, verifying that the flow switch signal on feature side is working.
 - o The Start-up configurations can include the following Operations verifications:
 - o Verifying signal from activator(s), Setting time clock and operational hours, testing all sequence, adjusting feature flows during sequences, setting all control settings to automatic.
- The Start-up configurations can include the following UV verifications:
 - o Verification of the UV Model and installation, making sure the UV system was commissioned by certified UV Technician, verification of starting Dose of UV system.
 - o The Start-up configurations can include the following Filter Pump(s) and Feature Pump verifications:
 - o Horsepower, Phase, Pressure, Vacuum, Voltage, Amperage and Glow GPM, Sand Filter Pressure, Filter Effluent Pressure and Flow Cell Pressure.
- The Start-up configurations can include the following Chemical Control water testing verifications:
 - o Chlorine levels, pH levels, alkalinity, calcium, making chemical pump chlorine setting adjustments and making Chemical pump acid setting adjustments.
- The training provided to the Customer responsible includes the following:
 - o Splashpad components and required maintenances
 - o Play features required maintenances
 - o WQMS or WDS Component maintenances
 - o Mechanical room operations/components management training
 - o Training on controller
 - o Troubleshooting Training
 - o Seasonal Opening procedure Training
 - o Seasonal Closing procedure training
 - o maintenance checklists on all the necessary steps to maintain a Splashpad.

Customer's Responsibility & Exclusions from Vortex' Scope of Work

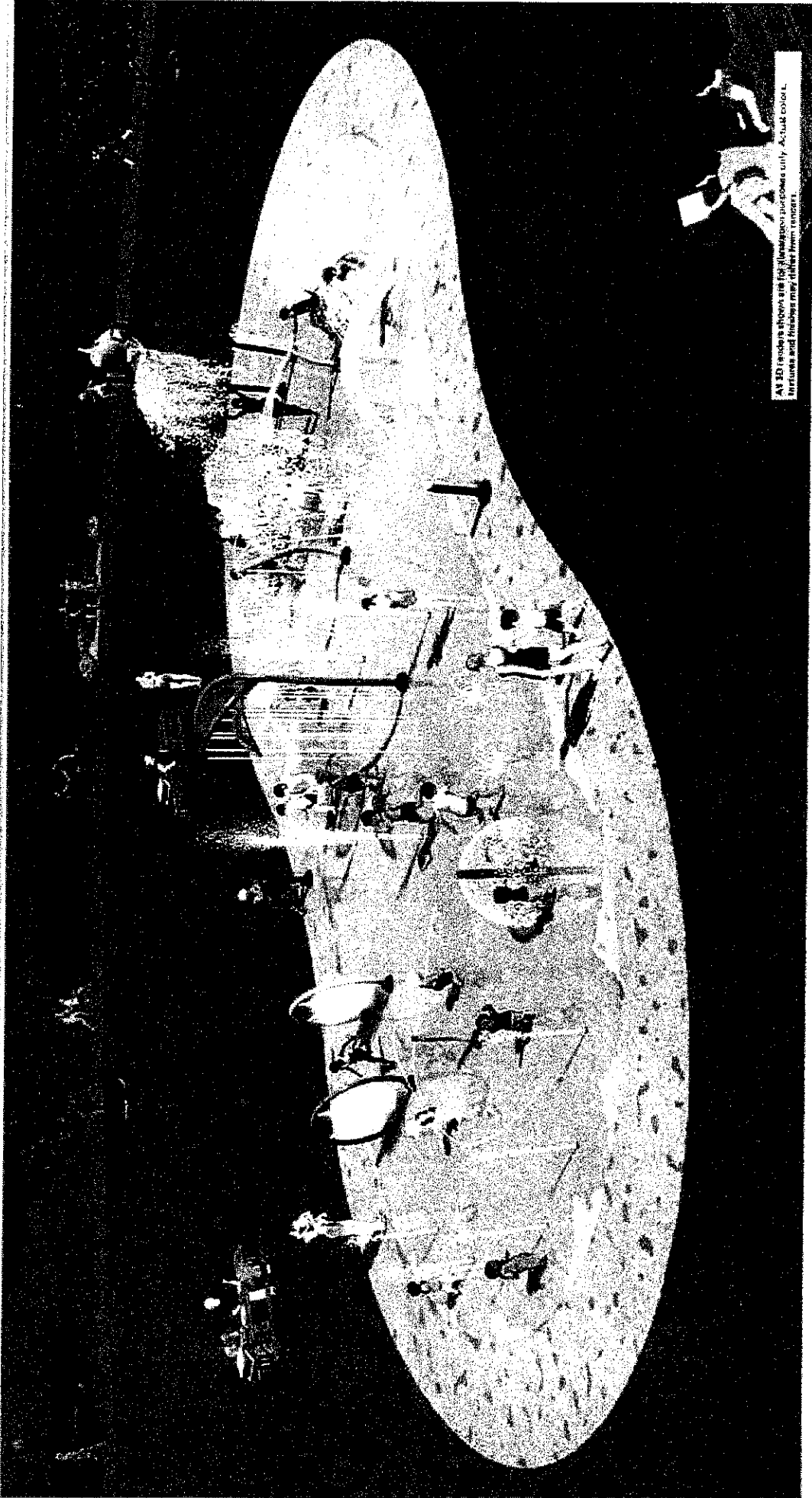
- Vortex will only schedule onsite Start-up and Training Technician services once we receive the Installer Pre-visit checklist showing that the construction and system installation has been completed by the Installer.
- Guiding individual Project Managers, General Contractor or Construction Contractors on the installation process.
- Project manager or crew chief or laborer onsite.
- Filling the holding tank with clean water prior to scheduling the Vortex Technician.
- Filling the sand filter(s) prior to scheduling the Vortex Technician.
- Filling the chemical containers prior to scheduling the Vortex Technician.
- Ensuring that all necessary resources are onsite for the entire duration of the Start-Up and Training service.

QUOTE



Other clauses that may incur additional expenses to be borne by the client

- The Customer must advise Vortex in advance of any special site access requirements. (ie: safety courses)
- The Customer is responsible in providing a safe working environment.
- Should the client request a shorter or longer period of Start-up & Training, than what is determined by Vortex to be appropriate, they will be invoiced for the agreed upon duration. In the event the clients wants a shorter period of time than recommended, the Technician will do their best to give as much instruction as possible within the allotted time but Vortex does not accept any responsibility for any issues that may arise due to incomplete, insufficient or non-conforming Start-up or training.
- The start-up configuration duration is usually about 8-hours and the training duration is usually about 4-hours. Days are working days Monday to Friday. A Working day is equal to 8 hours. Up to 10 hours may be tolerated, at the discretion of the Vortex Technician. Additional hours will be invoiced.
- Vortex is not responsible for delays due to weather, un-safe working conditions, lack of personnel, lack of equipment, or any other situations. Any additional time required due to delays will be invoiced accordingly.
- At all times the safety and general wellbeing of the Vortex Technician is the responsibility of the client/ GC/ Project Manager. If at any time the Vortex Technician feels they have been put in any kind of un safe situation, felt threatened or endangered by any personnel on or around the work site or asked to be part of anything not in accordance with their professional morals, it is at the discretion of the Technician to walk off the site and remove themselves from that situation. There would be no reimbursement of time lost in this situation



All 3D renderings shown are for illustrative purposes only. Actual color, textures and finishes may differ from renderings.



Shaw Place Park Splashpad - PA
Version A - 3/2024

