QUOTE

VORTEX

Account Name:	Town of Cortland	Created Date:	12/16/2022 9:49 PM
Project Name:	Suppeland Park	Quote Number:	QUO-10456-F0Y1K2
Project ID:	37063	Quote Name:	Version B
Bill To Name:	Town of Cortland	Prepared By:	Ryan Eccles
Bill To Address:		Email:	REccles@vortex-intl.com
		Incoterm:	
Contact Name:	Brandy Williams		
Email:	engineer@cortlandil.org		

Product No.	Product Name	Description	QTY
0305	DIRECTIONAL JET NO.1 (EM)		2
0324	Sparkle N°1		1
0519	Spray Loop (SW, PC)		1
0555	Aqua Dome N°1 (SW,PC)		1
7486	BLOOM N°1 (SW,PC)		1
7230	LUNA No.1 (SW, PC)		1
0321	DIRECTIONAL JET No.2		1
0220	Tube N°1 (SW,PC)		2
7242	TWINSPLASH (SW,PC)		1
SP1 POST	SMARTPOINT No1 - 10V_SV_2_1_10_AC_POST PC_PR		1
	TIMER POWER PACK 1 (120V, 100VA) FOR 1 SMARTPOINT		1
12010	Buying Group - Products	Buying Group	1
12020	Buying Group - Services	Buying Group - Services	1
14010	Installation Fees	Installation Fees	1
Safeswap N°2	Installation Kit Safeswap N°2		6
Safeswap N°1	Installation Kit Safeswap N°1		2
	INSTALLATION KIT # (LARGE SW) SURFACE MOUNT		1
	INSTALLATION KIT #SAFESWAP NO7 (MEDIUM SW) SURFACE MOUNT		1
	INSTALLATION KIT FOR GROUND EQUIPEMENT		12
	TOOL KIT #67: INSTALLATION KITFOR SPRAY LOOP		1
	TOOL KIT #2 :NOZZLE TOOL		1
	TOOL KIT #28:RIV-VOZZLE TOOL		1
	TOOL KIT #3 : 2 PIN KEY		1
	TOOL KIT #123: POD SPRAY KEY		1

QUOTE

	TOOL KIT #0 :		1
	TOOL KIT #1 :SECURITY BITS (ALL)		1
19030	Freight Fee	Freight Fee	1
18020	Packaging Fee	Packaging Fee	1
19020	Embed Freight Fee	Embed Freight Fee	1

Total Summary

Customer Signature:

Products:	73,648.00
Discount:	(9,382.40)
Services:	114,000.00
Transport:	4,700.00
Subtotal:	182,965.60
Total:	182,965.60
Currency:	US Dollar

Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.

Terms & Conditions

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

Services Payment Terms: Progressive Payments, NET 30

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Installation Charges

Please note: Installation fees are an estimate at the time of quoting and is subject to change without notice. Vortex reserves the right to adjust the installation fees quoted above.

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.

Payment Terms

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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 arid 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 suppling 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

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

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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, OHSA 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. 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.

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.

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 the actual portion of the 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 modifications and 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 a signed a Vortex Change Order request.

Pricing is valid for a period of 45 days.

X

Name
Title

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

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3500 South Dupont Highway, Suite EP-101, Dover, DE 19901
Tel: +1 (704) 280-09271 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

QUOTE

VORTEX

Construction Agreement

The Owner and the Contractor agree as follows:

Engagement of the Contractor by Owner

Owner hereby contracts with the Contractor to provide the labor, services, and/or materials to perform the construction work described in the statement of work appended hereto and made a part hereof by reference, upon that certain real property and more commonly known as (hereinafter ''Subject Property''), as more particularly set forth in hereof.

Scope of Work

Contractor will furnish all specifications, labor, equipment, materials, sales taxes, transportation, supervision, coordination, and communication in a workmanlike manner for the work described in the statement of work attached hereto, which is made a part hereof by reference.

Contract, Drawings and Specifications

The work upon the Subject Property will be in accordance with drawings and specifications provided by Contractor, which drawings and specifications are hereby made a part of this Agreement. This Agreement and the drawings hereby are intended to supplement each other. In case of conflict, however, the statement of work shall control the drawings, and the provisions of this Construction Agreement shall control both.

Time for Commencement Work

Owner will have the jobsite ready for commencement of the work to be performed by the Contractor specified herein above and will give Contractor written notice to commence work. Contractor will commence work after such notice or within of receipt of all necessary governmental approvals and permits, whichever date shall last occur.

Guarantees of Timely Completion

Time is of the essence in the Contractor's performance of the Work and is a basic consideration of this Agreement. Accordingly, Contractor guarantees that the following event (the ''Guaranteed Events'') shall occur no later than the date specified (the ''Guaranteed Completion Dates''), except if Contractor can show that a Force Majeure Event has occurred as set forth in Section 6 herein.

Force Majeure Event

Owner and Contractor are aware of the ongoing pandemic known as COVID-19, and acknowledge that delays, additional costs, or both may occur as a result and are not the responsibility of the Contractor. If Constructor is delayed at any time in the commencement or progress of the Work, or if Contractor's work is made more costly, by any cause or condition arising directly or indirectly from COVID-19, Contractor shall be entitled to an equitable adjustment of the Contract Time and Contract Sum. Such causes may include but are not limited to labor shortages or unavailability of workers, supply chain disruption, inability of personnel to work due to federal, state or local executive orders, subcontractor delays or increased costs, unusual delays in deliveries, delayed inspections or permit approvals, material or equipment cost increases or delays, import delays, and other similar causes beyond Contractor's reasonable control.

Neither Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. For the purposes of this Agreement, the term, ''Force Majeure Event'', shall mean any cause beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance (except as excluded herein), sabotage, other ''Acts of God'', and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it is unable to overcome. Notwithstanding anything to the contrary, the term Force Majeure Event shall not be deemed to include (a) any labor disturbance affecting either Contractor or any Subcontractor (except Subcontractors that have been selected by Owner), to the extent that such labor disturbance involves direct employees of Contractor or any Subcontractor who are performing Work on the Project, except for a national strike in the United States, (b) the climate for the geographic area of the Project, (c) the occurrence of any manpower or material shortages or (d) any delay, default or failure (direct or indirect) in obtaining materials, or any Subcontractor or worker performing any Work or any other delay, default or failure (financial or otherwise) of a Subcontractor, vendor or supplier. Neither Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own acts, omissions or negligence or to removable or remediable causes that it fails to remove or remedy with reasonable dispatch. The Party claiming a Force Majeure Event shall give the other Party prompt written notice of the Force Majeure Event.

Building Permits, Charges and Exactions

Owner will provide and pay for all necessary building permits. Contractor shall not be responsible for any bonds, assessments, hookup charges, fees, taxes for any utilities, public agencies, or governments other than herein provided.

Labor and Material

Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the work hereinabove specified.

Contract Price and Payment Thereof

For all services performed by Contractor on this Project, the Owner will pay Contractor the total price in accordance with the schedule of value appended hereto in the proposal.

No Payment in the Event of Default

Owner shall have no obligation to make any payment to Contractor at any time when one of the reasons exist which allow Owner to terminate the Contract for cause as provided in Section ''Termination for Default by Contractor'' of this Agreement.

Construction Financing

If payment of the contract price is to be made by Owner through a construction lender, Owner hereby represents, affirms, and covenants that the construction loan fund is sufficient to pay the contract price and that Owner shall take all acts necessary to expedite timely payment from the construction lender. Owner hereby irrevocably authorizes the construction lender to make payment of the contract price directly to The Contractor.

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 hereinabove specified, the costs of such deletion(s), modification(s), or addition(s) shall be added to or deducted from the contract price, as hereinabove 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.

Allowances

If the contract price, as hereinabove defined, includes allowances of any kind, and the cost of performing the work covered by an allowance is either greater or less than the allowance, then this Construction Agreement shall be increased or decreased accordingly. Unless otherwise requested by Owner in writing, Contractor shall use its judgment in accomplishing work covered by an allowance. If Owner requests that work covered by an allowance be accomplished by the Contractor in such a way that the cost will exceed the allowance, Contractor will be obligated to comply with Owner's request only upon payment by Owner of the additional costs in advance.

Insurance, Bonds and Indemnity

Contractor shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement:

1. Comprehensive General Liability or Commercial General Liability: The limits of the liability shall not be less than:
a. Comprehensive General Liability: $1,000,000 combined single limit bodily/property damage per occurrence or;
b. Commercial General Liability: Each occurrence limit $1,000,000; Personal & Advertising injury limit $1,000,000; Products completed operations aggregate limit $1,000,000; General aggregate limit $2,000,000
2. Workers' Compensation: Liability limits to cover statutory requirements and maintain limits of employer's liability; bodily injury by accident $1,000,000 each accident; injury by disease $1,000,000 policy limit; bodily injury by disease $1,000,000 each employee.
3. Commercial Auto Coverage: Auto liability limits of $1,000,000 each accident combined bodily injury and property damage liability insurance, including but not limited to, owned autos, hired or non-hired autos.

Contractor agrees to indemnify and hold harmless Owner from any and all claims, loss, or expense of every kind whatsoever which may arise from Contractor's negligent acts or omissions or breach of its obligations hereunder.

If required by the Owner, the Contractor shall maintain builder's risk property insurance respecting the Property in an amount equal to the full insurable value thereof and the risk of casualty loss or damage to the Property shall be borne by Contractor.

Performance/Payment Bond

If required by the Owner, a Performance Bond and a Payment Bond in a form satisfactory to the Owner shall be furnished in the full amount of the price of the Contract Agreement as set forth herein. If the Owner requires such Bonds after this Agreement, the cost thereof shall be paid by Owner as a change to the Contract Agreement, otherwise it shall be included in the Contract Agreement.

Warranties

Contractor warrants, that for a period of one (1) year commencing on the earlier of Final Completion of all the Work (''Primary Warranty Period''), under this Agreement be, in a good and workmanlike manner, and in strict conformity with the terms and conditions of this Agreement, the Design Documents, all applicable Permits, all applicable Laws, and prudent construction practices; and (ii) all materials shall be free of defects and deficiencies, free from any encumbrances or liens and shall be in strict conformity with the terms and conditions of this Agreement.

Remedy

If the warranty set forth in Section 16 is breached within the Primary Warranty Period, Contractor shall correct the defective workmanship and/or material, as the case may be, on an expedited basis, at no cost to Owner and at Contractor's sole cost. Owner shall provide Contractor with full and free access to the work sites to perform its warranty obligations under this Agreement.

Termination for Convenience by Owner

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor. The Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

Termination for Default by Owner

The Owner may terminate this Agreement for the Contractor's default by delivering written notice in advance of termination. The Contractor shall be in default under this Agreement upon the occurrence of any of the following events (''Contractor Events of Default''):

(a) Failure by Contractor to perform fully any material provision of this Agreement, including, without limitation, Contractor's failure to supply sufficient qualified personnel or to perform the Work in accordance with the Guaranteed Completion Dates.

(b) Contractor contravenes any applicable Law, applicable Permit, ordinance, ruling, regulation or orders of any governmental authority or court which materially impacts the ability of Contractor to perform the Work in accordance with this Agreement.

(c) Contractor becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by Contractor; and

(d) Insolvency, receivership, reorganization or bankruptcy proceedings are commenced against Contractor, and such proceedings are not terminated, stayed or dismissed within sixty (60) Days after the commencement thereof.

Owner shall give Notice of any Contractor Events of Default to Contractor. If (A) any of the defaults described in clauses (a) and (b) in Section 19 is not cured within thirty (30) Days, (B) corrective action is not commenced within ten (10) Days of receipt of Notice from Owner with respect to nonmonetary defaults which cannot be cured within thirty (30) Days, and such corrective action completed within a reasonable period of time to be mutually agreed upon by Owner and Contractor within ten (10) Business Days after receipt of Notice from Owner or, absent such mutual agreement, completed within the time period proposed by Owner, or (C) upon the occurrence of a default described in clause (d) or (e), then Owner may terminate this Agreement and take possession of all equipment, materials and supplies and complete the Work as Owner deems expedient. The total cost of completing the Work shall be charged to Contractor. Contractor shall pay to Owner the total cost to complete the Work within sixty (60) Days following receipt of Owner's demand for such payment. The remedies set forth in this section shall not be exclusive and Owner shall have the right to pursue any other remedies under this Agreement or at law or in equity. Such termination shall not affect Contractor's representations or warranties.

Termination for Default by Contractor

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor. The Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

Delay

Contractor shall be not be liable to Owner or any person, corporation, partnership, or other legal entity claiming by, though, or under Owner for any delays in completion of this Construction Agreement regardless of the cause, source, or nature of such delay.

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 hereinabove defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Hazardous Conditions and Materials

Owner hereby warrants that all required inspections have been performed to ascertain the existence of or presence upon the Subject Property of any hazardous conditions or materials, including without limitation asbestos and radon gas, and Owner further hereby agrees to indemnify and hold Contractor harmless from any and all liability for the same.

Additional Warranties Provided by Law

Contractor shall be obligated to, and Owner shall have the benefit of, all warranties provided by law.

Clean Up

It shall be Contractors responsibility at regular and appropriate intervals as well as upon completion of the work herein prescribed to clean up the jobsite as described in the scope of work.

Attorney's Fees

In the event that any proceedings of a judicial or quasi-judicial nature are instituted by any party to this Construction Agreement to secure performance of any of the obligations herein set forth, the prevailing party in such a proceeding shall be entitled to recover, in addition to all other relief provided by law, its reasonable attorney's fees.

Governing Law

This Construction Agreement shall in all respects be governed by and construed in accordance with the law of the State. Should any provision of this Construction Agreement become void or voidable by decision of any court or act of any legislative or quasi---legislative body or entity, then such provision shall be regarded as automatically amended to comply with such decision or act in a manner most favorable to Contractor

Completeness of Agreement

This Construction Agreement comprises the sole, exclusive, and totality covenants, and stipulations to which the parties agree. None of the terms, conditions, conversations, comments, representations, negotiations, statements, or other communications not specifically provided for herein shall be deemed to have survived execution.

Modification

With respect to all matters not governed by hereof, this Construction Agreement may not be modified except by separate written instrument executed by Owner and Contractor.

Effective Date

This Construction Agreement shall become effective, binding, and enforceable as against all parties upon the last date of execution by any such party.

Initial Here

Statement of Work Details

QUOTE

VORTEX

Project Information

Opportunity Name	Suppeland Park
Opening Date	5/31/2023
SOW Type	Flow Through
Receive Shipment by Sub Contractor	No
Number of Mobilizations	1

Splashpad Information

Square Feet	2000
Quantity of Embeds	12
Quantity of LEDs	0
Quantity of Activators	1
Quantity of Drains	1
Water Journey	0

System Information

WQMS Type	
Electrical Input	120V, 1ph
Controller	
# 1.5” Lines (Manifold)	
# 2” Lines (Manifold)	
# 4” Lines (Manifold)	

Specified Distances

Splashpad Perimeter	Specified distance	
Distance to WMS		The “Specified Distance” is the assumed distance between the Water Management System and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Sewer	15'	The “Specified Distance” is the assumed distance between the sewer connection and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Water Line	15'	The “Specified Distance” is the assumed distance between the Water supply line and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Electrical Panel	15'	The “Specified Distance” is the assumed distance between the main electrical panel feeding the splashpad and the Vortex Control Panel. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Storm (if Rainwater Diverter included)		The “Specified Distance” is the assumed distance between the Rainwater Diverter and the storm drainage connection. If the actual distance exceeds what is specified, additional material cost will be charged to Client

Permits Included

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Building Permit	No	If Yes, Vortex is responsible for the Building Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Plumbing Permit	No	If Yes, Vortex is responsible for the Plumbing Permit submittals and paying associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Sewer Permit	No	If Yes, Vortex is responsible for the Sewer Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Electrical Permit	No	If Yes, Vortex is responsible for the Electrical Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Health Permit	No	If Yes, Vortex is responsible for the Health Department submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.

Plumbing Information Included

Pressure Lines	Yes	If Yes, Vortex is responsible for: • ll plumbing connections as necessary for the splashpad operation • Supply and install PVC SCH80 piping for all pressured lines from manifold to features locations. • Supply and install all suction lines for WQMS system if applicable. • Complete pressure test of all pressured lines.
Non-Pressure Lines	Yes	If yes, Vortex is responsible for supply and installation of drain lines for splashpad and drain pit as required
Backflow Preventer	No	If yes, Vortex is responsible for supply and installation of Pressure regulatorbackflow preventer. supply and installation
Pressure Regulator	No	If yes, Vortex is responsible for supply and installation of Ppressure regulator. supply and installation

Inspections Included

Pressure Test	Yes	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Bonding/Rebar	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Electrical	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Plumbing	Yes	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Compaction Test	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Sewer	No	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.

Concrete Scope Included

Form, Place, Finish	Yes	• If yes, Vortex is responsible for: • 6'' thick concrete slab for splashpad area with 4000 psi concrete mix, #4 fiberglass reinforcing bars @ 12'' c/c both directions and thickened edges on concrete work as needed Form, place and finish concrete slab of splashpad area as per final design. • 5” Concrete Flatwork for the 5’ splash free perimeter walkway. 6”x6” WWM will be used for reinforcement in this concrete. • Form, place and finish all concrete slabs and collars necessary to support and secure components as system requires (Vault, dome, debris trap, water containment system. • Expansion joints or saw cuts every 10' for the concrete slab. • Established grade of 2% slope to center drain and 1-2% slope back to drain pit. • Medium broom finish on all exposed accessible concrete.
Seat wall	No	If yes, Vortex is responsible for: • Form, place and finish concrete seat wall if applicable to the dimensions of the plans with 4000 psi concrete mix and #3 reinforcing bars @ 12'' c/c both directions

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Painted Concrete	No	If yes, Vortex is responsible for the supply and application of painted concrete.
Colored Concrete	No	If yes, Vortex is responsible for the supply of colored concrete. Customer to note that pricing is dependent on colors selected. A change of color might result in additional charges to customer
Soft Surfacing	No	If yes, Vortex is responsible for the supply and application of soft surfacing.

Excavation and Backfill Scope Included

Splashpad Area	No	If yes, Vortex is responsible for: • Excavation of topsoil at a maximum of 6'' below grade, proof compact sub-grade for the splashpad area • Backfill and compaction of all excavated areas • Excavation and backfill of trenches for pipelines as required • Excavation and backfill for water containment system and debris trap, as per design
Mechanical Room	No	If yes, Vortex is responsible for excavation and proof-compact mechanical room area (If building provided by Vortex)
Tank and Debris Trap	No	If yes, Vortex is responsible for excavation and backfill for water containment system and debris trap, as per design.
Haul-off Excavated Soil	No	If yes, Vortex is responsible for hauling off unused excavated soil

Electrical Scope Included

Power to Vortex Panel	No	If yes, Vortex is responsible for making final connections for electrical (Power supply brought to mechanical room or cabinet by owner).
Power to WQMS	No	If yes, Vortex is responsible for making final connections for electrical (Power supply brought to mechanical room or cabinet by owner)
Bonding of Vortex Equipment	Yes	If yes, Vortex is responsible for bonding of Supply and install bonding for all features and pump equipment.
Not Included		Breakers needed in the electric panels are the responsibility of the Client

Vortex Equipment Installation Included

Anchors	Yes	If yes, Vortex is responsible for the installation of all safeswap anchors, ground sprays and piping to final grade
Play Features	Yes	• If yes, Vortex is responsible for the iInstallation of features.
Water Journey	No	If yes, Vortex is responsible for: • Supply and place 3000 psi concrete mix with reinforcing bars 4 x #3 and #3 ties @ 12'' c/c for each pilaster (Ø18'' at specified depth) • Supply and place all plumbing connection as necessary for the Water Journey operation • Supply and place all electrical connections as necessary for Water Journey operation • Installation of the water journey and caulking of pre-cast slabs
Water System	Yes	If yes, Vortex is responsible for: • Installation and connection of the manifold in mechanical room or water distribution system • Installation of WQMS/WDS system as required

Other Included Services

Trash Bin	No	If yes, Vortex is responsible for providing trash bins the construction area.
Temporary Fence	Yes	If yes, Vortex is responsible for supply and installation of temporary fences around the splashpad construction area.
Supply Chemicals	No	If yes, Vortex is responsible for the supply of necessary chemicals required for the startup and commissioning of the system.
Filter Sand	No	If yes, Vortex is responsible for the supply of necessary filter sand for the startup and commissioning of the system
Hose Bib	No	If yes, Vortex is responsible for the provision and installation of the hose bib.
Secure Storage	No	If yes, Vortex is responsible for the onsite secure storage of Vortex equipment.

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Restroom	No	If yes, Vortex is responsible for the provision of temporary on-site restrooms for the duration of the construction
Electrical Breakers	No	If yes, Vortex is responsible for supply and installation of all electrical breakers need for Vortex equipment. Client to ensure main electrical panel has capacity and space needed for the breakers.
Landscape Repairs	No	If yes, Vortex is responsible for the repair Repair of any damages to the surrounding landscape
Install Supervision	No	If yes, Vortex is responsible for supervising the installation. Please review the Vortex Installation scope of work.
Elevations Install	No	If yes, Vortex is responsible for the installation of the elevations.
Waterslide Install	No	If yes, Vortex is responsible for: • Installation of steel columns, support arms and brackets. • Installation of towers, stairs, and canopy. • Installation of fiber glass slide

Special Notes and Requirements

Excavation by Client & backfilling of the splash pad area by Vortex installer (1281 SQ FT). Backfilling of the 5' sprayfree area by Client.

Bonding of safeswap by client. Bonding from safeswap to feature by Vortex.

Backflow preventer, water meter & pressure regulator provided by client with required water service to be brought within 5' of manifold.

Client is to bring in dumpster (1 X 20 C.Y. Dumpsters)

Vortex equipment needs to be moved from storage to job site by client.

Additional Exclusions:
Site Security
Traffic Barricades
Restoration of Turf
Winter Concrete Practices
Vandalism of New Concrete
Jobsite Toilet
Job Bonding Costs
Site Work and Excavation
Rock and or Root Excavation
Private Property Utilities Locates
Compaction and or Concrete Testing
Premium Time Labor

Inclusions General Items

- Participation to pre-construction, project updates and safety meetings as required (Via Teams/Zoom video conference calls or audio calls)
- The installation work includes a maximum of 1 on-site mobilizations for the completion of project
- Site layout based on provided Datums for the splashpad area and mechanical room, tank and debris trap if applicable
- Clean-up of the area occupied by Vortex during the construction

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

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VORTEX

• All necessary permits for the required work unless specified otherwise.
• All inspection fees (Rebar, plumbing, electrical, sewer, compaction) unless specified otherwise
• Geotechnical soil reports and materials/compaction testing
• Customer needs to ensure that all footings shall rest on Homogeneous layer of undisturbed soil or engineered backfill with a minimum allowable bearing capacity of 100 KPA (2000 PSF) and maximum differential settlement of 19 mm (0.75”). All organic material shall be removed. (applicable for Waterslide installation)
• Site survey and location of reference points (Datum) and elevation
• Grading plans, Erosion and control plans, Storm water management plans and landscaping plans
• Sewer or water tap fees, if required
• Water or electrical meter fees, if required
• Additional requirements set forth by the local health department and/or code enforcement not previously agreed upon as of the date of this estimate
• Additional electrical requirements if the existing power supply system is not sufficient to handle the electrical requirements
• Additional plumbing requirements if the existing water supply, waste water line and/or storm drain is not sufficient or within the parameters established
• Installation of anchors (applicable for Waterslide installation)
• Installation of Concrete Footings (applicable for Waterslide installation)
• Grouting under columns and steel structure. (applicable for Waterslide installation)
• Water supply piping, including brackets required to support water pipes to the structure. (applicable for Waterslide installation)
• Engineering & sizing of water recirculation system. (applicable for Waterslide installation)

• Laydown area and adequate access to work areas shall be provided to Vortex installers.
• Demolition of any existing concrete, pass, parking areas, features or structures
• Tracking pads and/or access roads to the construction site
• Removal and handling of contaminated/stained or unsuitable soil, or buried obstructions
• Final landscaping (grading, seeding, sod, shrubs, silt socks, etc.)
• Dry play park products purchase and installation
• Benches, tables and shades purchase and installation
• Drain pit form and place in customer supplied mechanical room

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

• Any location or relocation of underground utilities and/or irrigation piping is the responsibility of the owner or its agent. If any utilities encountered and not identified by the local utility providers requires relocation or modification, it is the responsibility of the owner or its agent and no cost shall be borne by Vortex for such work.
• SUB-SURFACE CONDITIONS: Owner shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions or pour 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.
• It is assumed that the site does not necessitate the use of a concrete pump truck. If concrete pump truck is needed, Owner shall absorb all associated costs.
• Installation and construction to occur during normal daytime business hours, not including holidays. It is assumed that there is no restrictions on workdays and work hours.
• This contract includes a definite number of mobilizations (see inclusions), any mobilization beyond the contracted amount mentioned herein is subject to a $3,500.00 fee for each remobilization thereafter. If for any reason, external factors (other than weather), cause the suspension of work, Vortex USA Inc. may be entitled to additional time and cost associated with demobilization and remobilization, mileage, labor and travel time.
• Vortex USA Inc. maintains comprehensive insurance coverage. This coverage is available upon written request. Any insurance coverage required for specific projects above Cicero’s norm is not included in this proposal.
• A Performance and Payment Bond is not included in the price of this contract unless specifically included in the quote. This cost would be determined if bond is a requirement and price or design adjusted accordingly. Bond typically costs 5% of the total project.

Signature

Title

Printed Name

Date

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