



## City Council Meeting - Final

September 18, 2023  
7:00 PM

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- D. 2023-192** Approval of the purchase of components for the Splash Pad at River Line Park project from Vortex USA Inc. ( 23807 Oregon Court, Torrance, CA.90503) in the amount of \$254,421.87 to be funded from 2022 SPLOST and have the Mayor sign and execute all related documents.



# City of Smyrna

## Issue Sheet

A Max Bacon  
City Hall  
2800 King Street  
Smyrna, GA 30080

File Number: 2023-192

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**Agenda Date:** 9/18/2023

**In Control:** City Council

**File Type:** General ID

**Agenda Section:**  
Formal Business

**Agenda Number:** D.

**Department:** Parks and Recreation

**Agenda Title:**

Approval of the purchase of components for the Splash Pad at River Line Park project from Vortex USA Inc in the amount of \$254,421.87 to be funded by 2022 SPLOST.

***Ward 7 Councilmember - Kathy Young***

**ISSUE AND BACKGROUND:**

Parks and Recreation has worked with Purchasing for a CMAR for the Splash Pad at River Line Park. The City plans to purchase the components from Vortex Aquatic Structures for the Splash Pad at River Line Park at a discounted rate through NPP Gov Contract # PO21115.

**RECOMMENDATION / REQUESTED ACTION:**

It is the recommendation of Parks & Recreation and Purchasing that Mayor and Council approve the purchase of components for the Splash Pad at River Line Park from Vortex in the amount of \$254,421.87.

CITY OF SMYRNA  
PURCHASING DEPARTMENT  
2800 KING STREET  
SMYRNA, GEORGIA 30080  
678-631-5406

TO: Richard Garland, Parks & Recreation Director

FROM: Kelly Brown, Purchasing Manager

DATE: September 5, 2023

SUBJECT: **Recommendation: Components for Splash Pad at River Line Park**

Parks & Recreation has requested to purchase the components for the River Line Park Splash Pad project from Vortex USA Inc. These items are available at discounted rate through NPP Gov Contract # PS21115 and have been competitively bid through this cooperative. The City is recommending Winter Construction as the construction manager at risk and the project is managed by Pond & Company.

Firm	Cost
Vortex Aquatic Structures International, USA Office 3500 South Dupont Highway Suite EP-101 Dover, DE 19901	\$254,421.87

Parks & Recreation and Purchasing recommend purchase of the splash pad components from Vortex in the amount of \$254,421.87.

Please prepare any necessary paperwork to present to the Mayor and Council for approval.

# QUOTE



Account Name: City of Smyrna, GA  
 Project Name: Smyrna GA Splashpad  
 Project ID: 39085  
 Bill To Name: City of Smyrna, GA  
 Bill To Address:

Created Date: 9/5/2023 2:36 PM  
 Quote Number: QUO-15975-K1L6R1  
 Quote Name: Smyrna GA Splashpad - VD  
 Prepared By: Tyler Hieber  
 Email: THieber@vortex-intl.com

Contact Name: Richard Garland  
 Phone: 6786315397  
 Email: rgarland@smyrnaga.gov

VOR	Product No.	Product Name	Description	List Price	QTY	Total Price
<b>1- Play Products</b>						<b>110,230.00</b>
1331	104588-304L	Aqualien Flower N°2 (SW,PC)		4,590.00	1	4,590.00
0555	104602-304L	Aqua Dome N°1 (SW,PC)		3,120.00	1	3,120.00
7698	104560-304L	ASTRA N°2 (SW,PC)		8,170.00	1	8,170.00
7486	104414-304L	BLOOM N°1 (SW,PC)		10,080.00	1	10,080.00
7232	101672-304L	BOBBLE No.1 (SW, PC)		4,950.00	1	4,950.00
0611	104379-304L	ACTIVATOR N°3 (SW, PC)		3,300.00	2	6,600.00
7235	103371-304L	LUNA CANNON N°1 (SW, PC)		5,570.00	2	11,140.00
3004	109918-304L	SPRAYLINK FAN		460.00	4	1,840.00
3005	109921-304L	SPRAYLINK GEYSER		390.00	3	1,170.00
7799	102557-304L	SPIROO (SW,PC)		3,180.00	1	3,180.00
0519	102524-304L	Spray Loop (SW, PC)		4,330.00	2	8,660.00
3007	109944-304L	SPRAYLINK FOUNTAIN		390.00	2	780.00
3002	109903-304L	SPRAYLINK ARCH		360.00	2	720.00
3008	109946-304L	SPRAYLINK FUNNEL		560.00	3	1,680.00
3000	108168-304L	SPRAYLINK JET NO.1		360.00	2	720.00
3006	109938-304L	SPRAYLINK BLOOM		390.00	4	1,560.00
0130	100385-304L	SuperSplash N°2 (SW,PC)		41,270.00	1	41,270.00
<b>2- Water Management System and Controls</b>						<b>164,833.00</b>
<b>1- Water Quality Management System 'WQMS'</b>						<b>74,615.00</b>
	121626-304L	FILTRATION MODULE 3HP 208-230V 3PH 60HZ 7SQFT FILTER ACID &CL	FILTRATION MODULE 3HP 208-230V 3PH 60HZ 7SQFT FILTER ACID &CL		1	
	122066	MANIFOLD MODULE OUTLET, SOLENOID LINE 1-1/2"	MANIFOLD MODULE OUTLET, SOLENOID LINE 1-1/2"		25	
	122740	FEATURE PUMP MODULE 5HP, 120/208-230V 3PH 60Hz	FEATURE PUMP MODULE 5HP, 120/208-230V 3PH 60Hz		1	
	122770-304L	MANIFOLD MODULE 25 VALVES, 4" INLET, 3" BYPASS LINE	MANIFOLD MODULE 25 VALVES, 4" INLET, 3" BYPASS LINE		1	

	125447	SGUARD M-PRO SP 48OUT 24IN 120V 1PH 60Hz D-LOOP ASTM	SGUARD M-PRO SP 48OUT 24IN 120V 1PH 60Hz D-LOOP ASTM		1	
<b>4- Drains</b>						<b>4,470.00</b>
1004	103080-304L	Playsafe Drain N°4	Playsafe Drain N°4	1,490.00	3	4,470.00
<b>5- Additional products</b>						<b>85,748.00</b>
	126216-304	PURIFY PACKAGE 396/361 GPM , 208- 230V 1PH, 4" PIPING, WF-115-4-N	PURIFY PACKAGE 396/361 GPM , 208- 230V 1PH, 4" PIPING, WF-115-4-N	45,786.00	1	45,786.00
	5312.0023R01	WCS 2000G, DOUBLE LOOP, FLOATING SKIMMER (EM)	WCS 2000G, DOUBLE LOOP, FLOATING SKIMMER (EM)	27,852.00	1	27,852.00
	123035	CHEMICAL VAULT ABOVE GROUND ASSEMBLY	CHEMICAL VAULT ABOVE GROUND ASSEMBLY	1,110.00	2	2,220.00
	122984-304L	DEBRIS TRAP HDPE WITH RAIN DIVERTER VALVE (LEFT) (EM)	DEBRIS TRAP HDPE WITH RAIN DIVERTER VALVE (LEFT) (EM)	9,890.00	1	9,890.00
<b>5- Accessories</b>						<b>(35,441.13)</b>
12010	12010	Buying Group - Products		(13,753.15)	1	(13,753.15)
10130	12080	WQMS Discount		(21,687.98)	1	(21,687.98)
<b>6- Services</b>						<b>4,300.00</b>
10010	10010	WQMS Start-Up & Training Fees		4,300.00	1	4,300.00
<b>7- Installation Kits</b>						
	101143-304L	INSTALLATION KIT #SAFESWAP NO1			7	
	103335	M12 CONNECTION WIRE, 5-PIN, STRAIGHT CONNECTOR_75M LG_22AWG			2	
	103543-304L	Installation Kit Safeswap N°2			11	
	110184	SPRAYLINK BOX AND TRAY FOR SHIPPING			5	
	123637-304L	TOOL KIT #128: INSTALLATION KIT FOR SPRAY LOOP (1 LOOP)			2	
	102313	TOOL KIT #0 :			1	
	102314	TOOL KIT #1 :SECURITY BITS (ALL)			1	
	100308	TOOL KIT #28:RIV-VOZZLE TOOL			1	
	110258	TOOL KIT #129: SPRAYLINK SECURITY KEY			1	
	100309-304L	TOOL KIT #38 : ANGLE IRON BARSSUP. SPLASH ANCH STUD			1	
<b>9- Transport</b>						<b>10,500.00</b>
19030	19030	Freight Fee		6,000.00	1	6,000.00
19020	19020	Embed Freight Fee		1,500.00	1	1,500.00
18020	18020	Packaging Fee		3,000.00	1	3,000.00

## Additional Information

NPP 5%

## Total Summary

**Customer Signature:**

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

Products:	275,063.00
Discount:	(13,753.15)
Transport:	10,500.00
Subtotal:	254,421.87
Total:	254,421.87
Currency:	US Dollar
Incoterm:	

## Terms & Conditions

Products Payment Terms: Product >\$250K+: 30% deposit at PO, 50% at shipment, 20% net 45

### 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.

### 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

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 are 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](mailto: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

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. 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.



# QUOTE



X

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Name

Title

## 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.
- 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.
- 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.

## 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 client 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