



CITY OF NOVI CITY COUNCIL
APRIL 25, 2022

SUBJECT: Approval to award the equipment purchase for Jessica's Splashpad located at Bosco Fields to Vortex Aquatic Structures International and amend the budget. The proposed acquisition will occur in stages, with the initial amount of \$62,673.00 serving as a deposit through a cooperative purchasing contract.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

EXPENDITURE REQUIRED	\$ 62,673.00
AMOUNT BUDGETED	\$ 0
APPROPRIATION REQUIRED	\$ 209,000
LINE ITEM NUMBER	400-691.00-977.037

BACKGROUND INFORMATION:

In September 2021, the City of Novi was approached by the family of Jessica Starr-Rose with a proposal to build a splashpad in her memory. Jessica Starr-Rose was a meteorologist at FOX 2 Detroit who died of suicide in 2018 following complications from surgery. She was a Novi resident, and her husband Dan and two children still live in the City. To honor her and carry on her legacy the Starr-Rose family, with the help of the Novi Parks Foundation, has undertaken a fundraising campaign that has currently raised over \$150,000.

City Council has set a goal to "Construct and open a world-class splash pad at Bosco Fields by July 4, 2023. Funds secured from the activities performed by the Starr Family and Novi Parks Foundation will be turned over to the City when completed for naming rights. The City will fund the balance of the development costs."

The Bosco Fields property was selected as the ideal location for the Splashpad due to its central location in the city and proximity to the ITC Trail. In addition, Jessica's children live and attend school nearby and will be able to visit frequently to remember their mother. City Staff from PRCS, Engineering, Planning, and the Manager's office have discussed options for the location and determined the southwest corner of the former Bosco house property (owned by the City) is the ideal

location for the splashpad. The location currently houses the controls for the Bosco Fields irrigation system, which could be incorporated into the splashpad mechanical room providing centralized water operations for the entire complex. Water and sanitary sewer can be accessed from Beck Rd access points, and electrical currently exists at that location. The location also provides parking for visitors, a restroom for athletic field users, and high visibility for public safety and park patrols.

Jessica's Splashpad design features a 3,200 sq ft spray area (4,500 sq ft total) with a Recirculating System that uses approximately 1,000-1,500 gallons of water per 8-hour day. Staff is planning for the Splashpad to be open from Memorial Day to Labor Day (same hours as Lakeshore Beach). It can be operated remotely and uses sensors to activate the water. It will be accessible to all ages and abilities.

The Starr-Rose family and City Staff have been working with Vortex Aquatic Structures International as the preferred vendor. Vortex is the largest manufacturer of its kind and has installed over 8,000 waterparks worldwide 80% of U.S. Splashpads are supplied by Vortex. Michigan facilities include West Bloomfield, Rochester Hills, Sterling Heights, Ferndale, and more.

The purchase will be made through a cooperative purchasing contract that provides a \$10,181 discount. Vortex has notified City Staff that a price increase of 7-10% may occur in the next 30 days. In order to avoid the expected increase and begin the order process, it is recommended the City proceed with a 30% deposit (\$62,673). The remaining balance will require 50% at time of shipping and 20% net 45 days after receipt.

Additional approvals for items including Utility Installation (Water/Sewer, Electrical), the Restrooms/Changing Facility, Engineering and Site Plans, Amenities, and Permits will be forthcoming to City Council.

Pending City Council approval, the equipment purchase will be funded out of the Capital Improvement Program (CIP) Fund. A resolution to amend the budget is included in the packet.

Recommended ACTION: Approval to award the equipment purchase for Jessica's Splashpad located at Bosco Fields to Vortex Aquatic Structures International and amend the budget. The proposed acquisition will occur in stages, with the initial amount of \$62,673.00 serving as a deposit through a cooperative purchasing contract.



Jessica's Splash Park, MI
A - 35742



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








Jessica's Splashpad

Bosco Fields

BOSCO FIELDS SPLASH PAD LOCATION MAP

Proposed Splash Pad Location

Legend

-  Parking
-  Seasonal Restrooms
-  Splash Pad
-  Gravel Path
-  Water Main
-  Sanitary Main
-  Right of Way
-  Leased from Novi Schools
-  Novi Schools Property
-  Private Property
-  City of Novi Property



CITY OF NOVI
 PARKS, RECREATION & CULTURAL SERVICES
 NOVI CITY HALL
 45175 W. TEN MILE ROAD
 NOVI, MI 48375
 (248) 347-0400
 CITYOFNOVI.ORG
 MAP AUTHOR: K. BLOUGH



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

QUOTE



Account Name: City of Novi - Public Works
 Project Name: Jessica's Splash Park
 Project ID: 35742
 Bill To Name: City of Novi - Public Works
 Bill To Address: 45175 W 10 Mile Road
 Novi, MI 48375
 USA
 Contact Name: Jeff Muck
 Phone: (248) 347-0400
 Email: jmuck@cityofnovi.org

Created Date: 4/13/2022 1:33 PM
 Quote Number: QUO-10950-Z3X3X0
 Quote Name: Jessica's Splash Park VA
 Prepared By: Angie Monroe
 Email: amonroe@vortex-intl.com
 Incoterm:

Product No.	Product Name	Description	QTY
7698	ASTRA No.2 (SW,PC)		1
7233	Bobble N°2 (SW, PC)		1
0611	Activator N°3(SW, PC)		1
7792	Butterfly N°1 (SW,PC)		1
0321	DIRECTIONAL JET No.2		3
7676	Fountain Spray N°2 (EM)		3
	FROG N°2 (SW,PC)		1
7236	Helio N°1 (SW, PC)		1
0325	Jet Stream N°2 (EM)		5
	OMBRELLO NO1 (SW,PC)		1
7441	Ombrello N°3 (SW,PC)		3
7446	Ombrello Twirl N°1 (SW,PC)		1
1004	PlaySafe Drain No.4		2
0548	RAINBOW N°2 (SW,PC)		1
0324	Sparkle No.1		2
0322	Water Bloom N°1 (EM)		3
7242	TwinSplash (SW, PC)		1
12010	Buying Group - Products	Buying Group	1
	Custom Feature	See Description Below	1
	Custom WQMS	See Description Below	1
5322	Debris Control System	Debris Trap HDPE With Rain Diverter Valve (Left)	1
5312	Water Containment System	Water Containment System 2000G- Double Loop	1
44100	Ug Chemical Reservoir 50 Gall	UnDer Ground Chemical Reservoir-50 Gallons	2
44200	Purify Package	UV ECP-113-5SPV 260/176/100GPMskid, 208V 3PH, 4" Piping	1
19030	Freight Fee	Freight Fee	1
19020	Embed Freight Fee	Embed Freight Fee	1

QUOTE



18020	Packaging Fee	Packaging Fee	1
10010	WQMS Start-Up & Training Fees	Start-Up & Training Fees	1
13080	Stamped Drawings Fee	Stamped Drawings Fee	1
55000	Safeswap N°1	Large Safeswap (Safeswap No. 1)	4
	M12 CONNECTION WIRE, 5-PIN, STRAIGHT CONNECTOR_75M LG_22AWG		1
55000	Safeswap N°2	Medium Safeswap (Safeswap No. 2)	14
	INSTALLATION KIT # (LARGE SW)SURFACE MOUNT	INSTALLATION KIT # (LARGE SW)SURFACE MOUNT	1
	INSTALLATION KIT FOR GROUND EQUIPEMENT		48
	TOOL KIT #0	TOOL KIT #0	1
	TOOL KIT #1 :SECURITY BITS (ALL)	TOOL KIT #1 :SECURITY BITS (ALL)	1
	TOOL KIT #123: POD SPRAY KEY		1
	TOOL KIT #3 : 2 PIN KEY	TOOL KIT #3 : 2 PIN KEY	1
	TOOL KIT #28:RIV-VOZZLE TOOL	TOOL KIT #28:RIV-VOZZLE TOOL	1
	TOOL KIT #18: ANGLE IRON BARS (RAINBOW-3 ARCHES)		1

Custom Description
33920.0030R01 Feature Pump Module 5HP, 208-230V 3PH 60Hz, y-strainer 33921.0080R01 Manifold Module 20 Valve, 4" Inlet, 3" Bypass Line 33921.8000R01 Manifold Module Outlet Solenoid Line 1-1/2" QTY 20 33927.0030R01 Filtration Module 3HP, 208-230V 3PH 60Hz, 7 sq.ft. filter, acid & chlorine 33923.4110R02 Safeguard with MaestroPRO, Splashpad, 48 out 24 in, 120V 1PH 60Hz, Double Loop
Upcharge for yellow and red drain

Total Summary

Customer Signature:

Products:	203,616.26
Discount:	(10,181.00)
Services:	7,800.00
Transport:	7,675.00
Subtotal:	208,910.26
Total:	208,910.26
Currency:	US Dollar

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

Terms & Conditions

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

QUOTE



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 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 of 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

QUOTE



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 90 days.

X

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.
 - 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 Flow 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

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment for the Splash Pad is authorized:

	INCREASE (DECREASE)
Capital Improvement Program (CIP) Fund	
APPROPRIATIONS	
Capital Outlay	209,000
TOTAL APPROPRIATIONS	<u>\$ 209,000</u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ (209,000)</u></u>

I hereby certify that the foregoing is a true and complete copy of a
resolution adopted by the City Council of the City of Novi
at a regular meeting held on April 25, 2022

Cortney Hanson
City Clerk