

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR CONSTRUCTION OF SPLASH PADS AT FORT BEND COUNTY PARKS
 (Pursuant to Buy Board Contract 423-13)**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Vortex USA, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide labor, services, and/or materials to perform the construction work, as described in the Scope Documents for the following Projects: (1) Fort Corners Splash Pad; (2) Kitty Hollow Splash Pad; (3) Mission West Splash Pad; and (4) Mustang Park Splash Pad, (collectively hereinafter "Services") pursuant to Buy Board Contract 423-13; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

1.1 Contractor shall render Services to County as defined in the Scope Documents (attached hereto as Exhibit A).

1.2 In accordance with Chapter 2258 of the Texas Government Code, all persons employed by Contractor shall be compensated at not less than the rates shown in the attached Exhibit B. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is six hundred eighteen thousand dollars and no/100 (\$618,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an amendment executed by the parties. The Maximum Compensation shall be allocated as follows:

- 3.1.1 \$154,500 – Four Corners Splash Pad as described in Exhibit A-1
- 3.1.2 \$154,500 – Kitty Hollow Splash Pad as described in Exhibit A-2
- 3.1.3 \$154,500 – Mission West Splash Pad as described in Exhibit A-3
- 3.1.4 \$154,500 – Mustang Park Splash Pad as described in Exhibit A-4

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff designated by the Parks Director, one (1) electronic (pdf) and/or one (1) original copy of invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of six hundred eighteen thousand dollars and no/100 (\$618,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed six hundred eighteen thousand dollars and no/100 (\$618,000.00).

Section 5. Time of Performance

5.1 The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than one hundred twenty (120) days thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

5.2 If the Services are not substantially completed within the time for performance or within such additional time as may be extended by County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty (\$250.00) per calendar day that the Services are not substantially complete. Such sum is agreed upon as a reasonable and proper measure of the damages County will sustain.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of

the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously presented for payment by Contractor to County. Contractor's final Pay Application for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability Insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

10.4 Builders Risk Insurance: Contractor shall obtain and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the Construction Site awaiting construction, during construction, and until the Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and County for loss or damage occurring during the Work and shall name Contractor as the named insured and County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

Section 11. Performance and Payment Bond

Contractor shall post with County, not later than ten (10) days of the execution of this Agreement, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory to County. The bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas.

Section 12. Indemnity

12.1 CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE

ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

12.2 Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.

12.3 Contractor's duty to defend indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

12.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

12.5 Contractor's indemnification shall cover, and Contractor agrees to indemnify County, in the event County is found to have been negligent for having selected Contractor to perform the work described in this request.

12.6 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

12.7 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to County.

12.8 Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

Section 13. Confidential and Proprietary Information

13.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the

Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

13.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

13.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

13.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

13.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas

Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 14. Independent Contractor

14.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

14.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 15. Notices

15.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

15.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Facilities Management and Planning Attn: Director 301 Jackson Street, Suite 301 Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	Vortex USA, Inc. 1420 Valwood Parkway, Suite 205 Carrollton, Texas 75006

15.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 15.1 and 15.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

15.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

15.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 16. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 17. Performance Warranty

17.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 18. Assignment and Delegation

18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.

18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 20. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 22. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 23. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 24. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

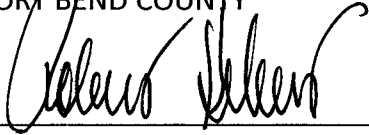
Section 25. Conflict

In the event there is a conflict between this Agreement and the attached exhibits this Agreement controls.

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 5th day of July, 2016.

FORT BEND COUNTY



Robert E. Hebert, County Judge

Vortex USA, Inc.



Authorized Agent - Signature

Avery Croteau

Authorized Agent - Printed Name

Regional Sales Manager

Title

06/23/2016

Date

APPROVED:



Michel Davis, Parks Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 618,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

(A-1 – Four Corners)



\$154,500

EXHIBIT A - SCOPE DOCUMENT

Permits	Vortex	Client	GC	Notes
Potable Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed

Site Facilities	Vortex	Client	GC
On-Site Secure Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Off-Site Secure Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
On-Site Trash Bin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restroom Facility/Portalet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Plumbing	Vortex	Client	GC	Material	Notes
Plumb Pressure Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PEX & Schedule 80 PVC	
Plumb Non-Pressure Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Schedule 80 PVC	
Backflow Preventer					
Pressure Regulator					

Utilities	Vortex	Client	GC	Project Requirements
Electrical at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	120V
Required Breakers				10 Amp
UV				

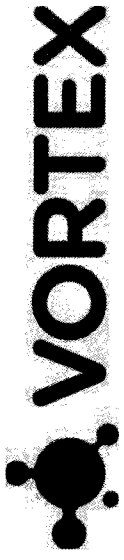


EXHIBIT A - SCOPE DOCUMENT

Filter Pump					
Feature Pump					
Controller	<input type="checkbox"/>	<input checked="" type="checkbox"/>		10 amp	
Other					
Other					
Sewer at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>		6" Pipe	3.5' Depth
Water at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>		2" Pipe	

Dirt Work	Vortex	Client	GC	Material	Quantity
Excavate Splashpad Spray 12-14"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		1138 sq ft
Excavate Splashpad Spray Free Area 12-14"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		730 sq ft
Backfill Splashpad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sand	1868 sq ft
Excavate Pressure Pipe Trench 12-48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Excavate Non Pressure Pipe Trench 12-48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Backfill Pipe Trenches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Native Soils	
Excavate Water Distribution Equip. Area 12"-24"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Backfill Water Distribution Equip. Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sand	
Excavate Tank Hole					
Backfill Tank Hole					



EXHIBIT A – SCOPE DOCUMENT

Concrete	Vortex	Client	GC	Material	Quantity
Pour Concrete Spray/Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	1138 Sq Ft
Pour Concrete Spray Free Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	730 Sq Ft
Pour Concrete Equipment Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	21 Sq Ft
Rebar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#3 18" On Center	
Seat Wall					
Form Equipment Pad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Form Splashpad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Start Up, Testing, Training	Vortex	Client	GC	Material	Quantity
Provide & Install Filter Sand					
Provide & Install Chemicals					
Testing of Features & Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Client Training (Up To 4 hours)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Site Clean Up	Vortex	Client	GC
Haul Off Excess Spoils	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Irrigation Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



EXHIBIT A - SCOPE DOCUMENT

Signage	Vortex	Client	GC
Signage for Splashpad	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signage for Each Room/Chemicals			

MOBILIZATION & SITE ACCESS: Contract price assumes tailgate access with 10 foot wide minimum clearance to the site, no restrictions on workdays and work hours. Contract price includes 2 mobilizations . Any mobilization beyond the contracted amount mentioned herein is subject to a \$1,500 fee for each remobilization thereafter. If for any reason, external factors (other than weather), cause the suspension of work, Vortex may be entitled to additional time and cost associated with demobilization and remobilization, mileage, labor and travel time, and lost opportunity costs.

SITE SECURITY & STORAGE: Secure site consists of gated/fenced area and/or lockable storage facility. Vortex will provide temporary fencing and/or caution tape around the immediate work site.

UTILITIES: Unless otherwise specified in quote, Vortex will not be responsible for the backflow preventer, reduced pressure zone, pressure regulator or any other water supply protection. Unless otherwise specified in quote, Vortex will require all utilities within 25 feet of the location determined in a site walk or drawings.

INSTALLATION: All Vortex equipment will be installed per Vortex plans at the discretion of the Vortex Construction Manager.

ELECTRICAL: Flow Thru system requires 120V 10 amp service. WQMS requires 208/230V 50-100 amps service. Required electrical breakers can be found on the splashpad plans.

SPECIAL CONDITIONS AND COSTS: If specifications by owner require any testing or special inspections, costs, if any, shall be the responsibility of the Client.

ADDITIONAL ITEMS:

None

EXCLUSIONS:

Anything not specifically mentioned above

EXHIBIT "B"

(Payment Schedule Any Payment Application may be attached)

PAYMENT SCHEDULE

EQUIPMENT DEPOSIT	\$19,452.78
EQUIPMENT DELIVERED	\$45,389.82
GRADING & UNDERGROUND	\$25,547.22
COMPLETE CONCRETE PAD POURED	\$34,062.96
SUBSTANTIAL COMPLETION	\$17,031.48
START UP & TRAINING	\$8,515.74

QUOTATION



Account Name Fort Bend County, TX
 Project Name Four Corners Park
 Project ID 25672

Created Date 25/05/2016
 Quote Number 00013268
 Quote Name REV 00

Prepared By Portia Vance
 Email pvance@vortex-intl.com

Quantity	Item No.	Product Description
1.00	611.2008R02	BOLLARD ACTIVATOR No 3(SW, PC)
1.00	555.2000R01	AQUA DOME N°1 (SW,PC)
1.00	7381.2008R02	AQUALIEN RAIN FOREST N°5 (SW,PC)
3.00	305.4100R01	DIRECTIONAL WATER JET (SW,LFN)
2.00	301.4100R03	GROUND GEYSER (SW,LFN)
3.00	7512.0000R01	JET STREAM (EM)
2.00	7674.0000R01	SPIDEY SPRAY No2 (EM)
2.00	519.0000R01	SPRAY LOOP (EM, PC)
1.00	7578.2008R02	SunSpray No 1 (SW,PC)
1.00	406.2008R02	WATER TOWER, T-G-T PANELS (SW, PC)
1.00	1001.4000R02	PLAYSAFE DRAIN No1
1.00	33400.1887R01	CONICAL STRAINER BASKET PASSIVATION (PLAYSAFE DRAIN)
1.00	D1700.0000R01	Water Distribution System (CCC) - See Description Below
1.00	255	BUYING GROUP SERVICE DISCOUNT
1.00	300	Installation

Custom Product Information

Product Description Water Distribution System
 Serial Number: 25672D1605R00

Cabinet Command Center - Flow-Through
 Double 2" Inlet
 Without Pressure Regulator; Backflow Preventer Not Included
 Controller Installed in Equipment
 0 Additional Output
 1 Activation Device

2x 1-1/2" PVC Solenoid Valve Line
 8x 1" PVC Solenoid Valve Line
 1x SmartFlow Logics™ Controller, Flow-Through 10 out 120V

Enquire about our cooperative purchasing programs!

Vortex USA Inc.
 1420 Valwood Parkway Suite 205, Carrollton, TX 75006
 Tel: +1-(877) 586-7839 Fax: (972) 410-3697
 Email: sfax@vortex-intl.com
 Web: www.vortex-intl.com



QUOTATION



Other Services = Payment and Performance Bond

Terms & Totals

Field Credit Terms	Not Defined	Subtotal	USD 147,504.00
Ship Via	Best Way	Other Services	USD 4,500.00
		Freight	USD 1,140.00
		Embed Freight	USD 1,356.00
		Grand Total	154,500.00

Lead Time: Standard lead time of 6-8 weeks for Play Products, 10 weeks for Water Recirculation Equipment and 16 weeks for Elevations. These times are contingent upon receipt of purchase order, approved drawings and all applicable color selections
Excludes: Unloading, storage, installation, fees and permits, taxes, Health Department approval, electrical, site work, surfacing, stamped drawings, OSHA paper work, anything not specifically included above.

Material Handling: Equipment may be required for off loading.

Deposit: Should a deposit be required, production begins upon receipt of the deposit.

Taxes: All applicable taxes are the responsibility of the purchaser

Warranty: See standard Vortex Aquatic Structures International warranty for full detail.

Conditions of sales: Prices quoted above are valid for a period of 60 days, upon which they are subject to change without notice. Freight charge applies to complete shipment. Please note: freight charge is an estimate and is subject to change without notice. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply. Taxes not included, and will be invoiced if applicable. In the event of non-payment, Vortex Aquatic Structures International reserves the right to cease manufacturing or shipping until such payments with penalties, if any, is made by the purchaser with no liability on the part of Vortex Aquatic Structures International. Should said purchaser fail to make subsequent payments as required, Vortex Aquatic Structures International shall be entitled to retain payments previously made as liquidated damages. Storage fees may apply for orders ready for delivery but the purchaser has requested a delay in shipment.

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EXHIBIT A

(A-2 – Kitty Hollow)

\$154,500



EXHIBIT A - SCOPE DOCUMENT

Permits	Vortex	Client	GC	Notes
Potable Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed

Site Facilities	Vortex	Client	GC
On-Site Secure Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Off-Site Secure Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
On-Site Trash/Bin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restroom Facility/Portalet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Plumbing	Vortex	Client	GC	Material	Notes
Plumb Pressure Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PEX & Schedule 80 PVC	
Plumb Non-Pressure Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Schedule 80 PVC	
Backflow Preventer					
Pressure Regulator					

Utilities	Vortex	Client	GC	Project Requirements
Electrical at Vortex-specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	120V
Required Breakers				10 Amp
UV				



EXHIBIT A - SCOPE DOCUMENT

Filter Pump					
Feature Pump					
Controller	<input type="checkbox"/>	<input checked="" type="checkbox"/>		10 amp	
Other					
Other					
Sewer at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>		6" Pipe	3.5' Depth
Water at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>		2" Pipe	

Dirt Work	Vortex	Client	GC	Material	Quantity
Excavate Splashpad Spray 12-14"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		1138 sq ft
Excavate Splashpad Spray Free Area 12-14"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		730 sq ft
Backfill Splashpad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sand	1868 sq ft
Excavate Pressure Pipe Trench 12-48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Excavate Non Pressure Pipe Trench 12-48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Backfill Pipe Trenches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Native Soils	
Excavate Water Distribution Equip. Area 12"-24"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Backfill Water Distribution Equip. Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sand	
Excavate Tank Hole					
Backfill Tank Hole					



EXHIBIT A - SCOPE DOCUMENT

Concrete	Vortex	Client	GC	Material	Quantity
Pour Concrete Spray Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	1138 Sq Ft
Pour Concrete Spray Free Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	730 Sq Ft
Pour Concrete Equipment Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	21 Sq Ft
Rebar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#3 18" On Center	
Seat Wall					
Form Equipment Pad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Form Splashpad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Start Up, Testing, Training	Vortex	Client	GC	Material	Quantity
Provide & Install Filter Sand					
Provide & Install Chemicals					
Testing of Features & Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Client Training (Up To 4 hours)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Site Clean Up	Vortex	Client	GC
Haul Off Excess Spoils	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Irrigation Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



EXHIBIT A - SCOPE DOCUMENT

Signage	Vortex	Client	GC
Signage for Splashpad	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signage for Each Room/Chemicals			

MOBILIZATION & SITE ACCESS: Contract price assumes tailgate access with 10 foot wide minimum clearance to the site, no restrictions on workdays and work hours. Contract price includes 2 mobilizations . Any mobilization beyond the contracted amount mentioned herein is subject to a \$1,500 fee for each remobilization thereafter. If for any reason, external factors (other than weather), cause the suspension of work, Vortex may be entitled to additional time and cost associated with demobilization and remobilization, mileage, labor and travel time, and lost opportunity costs.

SITE SECURITY & STORAGE: Secure site consists of gated/fenced area and/or lockable storage facility. Vortex will provide temporary fencing and/or caution tape around the immediate work site.

UTILITIES: Unless otherwise specified in quote, Vortex will not be responsible for the backflow preventer, reduced pressure zone, pressure regulator or any other water supply protection. Unless otherwise specified in quote, Vortex will require all utilities within 25 feet of the location determined in a site walk or drawings.

INSTALLATION: All Vortex equipment will be installed per Vortex plans at the discretion of the Vortex Construction Manager.

ELECTRICAL: Flow Thru system requires 120V 10 amp service. WQMS requires 208/230V 50-100 amps service. Required electrical breakers can be found on the splashpad plans.

SPECIAL CONDITIONS AND COSTS: If specifications by owner require any testing or special inspections, costs, if any, shall be the responsibility of the Client.

ADDITIONAL ITEMS:

None

EXCLUSIONS:

Anything not specifically mentioned above

EXHIBIT "B"

(Payment Schedule Any Payment Application may be attached)

PAYMENT SCHEDULE

EQUIPMENT DEPOSIT	\$19,452.78
EQUIPMENT DELIVERED	\$45,389.82
GRADING & UNDERGROUND	\$25,547.22
COMPLETE CONCRETE PAD POURED	\$34,062.96
SUBSTANTIAL COMPLETION	\$17,031.48
START UP & TRAINING	\$8,515.74

QUOTATION



Account Name Fort Bend County, TX
Project Name Kitty Hallow Splashpad
Project ID 25447

Created Date 25/05/2016
Quote Number 00012715
Quote Name REV 00

Prepared By Portia Vance
Email pvance@vortex-intl.com

Quantity	Item No.	Product Description
1.00	611.2008R02	BOLLARD ACTIVATOR No 3(SW, PC)
3.00	305.4100R01	DIRECTIONAL WATER JET (SW,LFN)
2.00	7674.0000R01	SPIDEY SPRAY No2 (EM)
3.00	7512.0000R01	JET STREAM (EM)
2.00	301.4100R03	GROUND GEYSER (SW,LFN)
1.00	555.2000R01	AQUA DOME N°1 (SW,PC)
1.00	7381.2008R02	AQUALIEN RAIN FOREST N°5 (SW,PC)
1.00	7578.2008R02	SunSpray No 1 (SW,PC)
2.00	519.0000R01	SPRAY LOOP (EM, PC)
1.00	406.2008R02	WATER TOWER, T-G-T PANELS (SW, PC)
1.00	33400.1887R01	CONICAL STRAINER BASKET PASSIVATION (PLAYSAFE DRAIN)
1.00	1001.4000R02	PLAYSAFE DRAIN No1
1.00	D1700.0000R01	Water Distribution System (CCC) - See Description Below
1.00	255	BUYING GROUP SERVICE DISCOUNT
1.00	300	Installation

Custom Product Information

Product Description Water Distribution System
Serial Number: 25447D1605R00

Cabinet Command Center - Flow-Through
Double 2" Inlet
Without Pressure Regulator; Backflow Preventer Not Included
Controller Installed in Equipment
0 Additional Output
1 Activation Device

2x 1-1/2" PVC Solenoid Valve Line
8x 1" PVC Solenoid Valve Line

Enquire about our cooperative purchasing programs!

Vortex USA Inc.
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Email: sfax@vortex-intl.com
Web: www.vortex-intl.com



QUOTATION



1x SmartFlow Logics™ Controller, Flow-Through 10 out 120V

Other Services = Payment and Performance Bond

Terms & Totals

Field Credit Terms	Not Defined	Subtotal	USD 147,504.00
Ship Via	Best Way	Other Services	USD 4,500.00
		Freight	USD 1,140.00
		Embed Freight	USD 1,356.00
		Grand Total	154,500.00

Lead Time: Standard lead time of 6-8 weeks for Play Products, 10 weeks for Water Recirculation Equipment and 16 weeks for Elevations. These times are contingent upon receipt of purchase order, approved drawings and all applicable color selections

Excludes: Unloading, storage, installation, fees and permits, taxes, Health Department approval, electrical, site work, surfacing, stamped drawings, OSHA paper work, anything not specifically included above.

Material Handling: Equipment may be required for off loading.

Deposit: Should a deposit be required, production begins upon receipt of the deposit.

Taxes: All applicable taxes are the responsibility of the purchaser

Warranty: See standard Vortex Aquatic Structures International warranty for full detail.

Conditions of sales: Prices quoted above are valid for a period of 60 days, upon which they are subject to change without notice. Freight charge applies to complete shipment. Please note: freight charge is an estimate and is subject to change without notice. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply. Taxes not included, and will be invoiced if applicable. In the event of non-payment, Vortex Aquatic Structures International reserves the right to cease manufacturing or shipping until such payments with penalties, if any, is made by the purchaser with no liability on the part of Vortex Aquatic Structures International. Should said purchaser fail to make subsequent payments as required, Vortex Aquatic Structures International shall be entitled to retain payments previously made as liquidated damages. Storage fees may apply for orders ready for delivery but the purchaser has requested a delay in shipment.

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EXHIBIT A

(A-3 – Mission West)

\$154,500



EXHIBIT A - SCOPE DOCUMENT

Permits	Vortex	Client	GC	Notes
Potable Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed

Site Facilities	Vortex	Client	GC
On-Site Secure Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Off-Site Secure Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
On-Site Trash Bin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restroom Facility/Portalet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Plumbing	Vortex	Client	GC	Material	Notes
Plumb Pressure Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PEX & Schedule 80 PVC	
Plumb Non-Pressure Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Schedule 80 PVC	
Backflow Preventer					
Pressure Regulator					

Utilities	Vortex	Client	GC	Project Requirements
Electrical at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	120V 10 Amp
Required Breakers	UV			



EXHIBIT A - SCOPE DOCUMENT

Filter Pump					
Feature Pump					
Controller	<input type="checkbox"/>	<input checked="" type="checkbox"/>		10 amp	
Other					
Other					
Sewer at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>		6" Pipe	3.5' Depth
Water at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>		2" Pipe	

Dirt Work	Vortex	Client	GC	Material	Quantity
Excavate Splashpad Spray 12-14"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		1138 sq ft
Excavate Splashpad Spray Free Area 12-14"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		730 sq ft
Backfill Splashpad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sand	1868 sq ft
Excavate Pressure Pipe Trench 12-48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Excavate Non Pressure Pipe Trench 12-48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Backfill Pipe Trenches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Native Soils	
Excavate Water Distribution Equip. Area 12"-24"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Backfill Water Distribution Equip. Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sand	
Excavate Tank Hole					
Backfill Tank Hole					



EXHIBIT A - SCOPE DOCUMENT

Concrete	Vortex	Client	GC	Material	Quantity
Pour Concrete Spray Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	1138 Sq Ft
Pour Concrete Spray Free Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	730 Sq Ft
Pour Concrete Equipment Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	21 Sq Ft
Rebar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#3 18" On Center	
Seat Wall					
Form Equipment Pad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Form Splashpad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Start Up, Testing, Training	Vortex	Client	GC	Material	Quantity
Provide & Install Filter Sand					
Provide & Install Chemicals					
Testing of Features & Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Client Training (Up To 4 hours)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Site Clean Up	Vortex	Client	GC
Haul Off Excess Spoils	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Irrigation Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



EXHIBIT A - SCOPE DOCUMENT

Signage	Vortex	Client	GC
Signage for Splashpad	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signage for Each Room/Chemicals			

MOBILIZATION & SITE ACCESS: Contract price assumes tailgate access with 10 foot wide minimum clearance to the site, no restrictions on workdays and work hours. Contract price includes 2 mobilizations . Any mobilization beyond the contracted amount mentioned herein is subject to a \$1,500 fee for each remobilization thereafter. If for any reason, external factors (other than weather), cause the suspension of work, Vortex may be entitled to additional time and cost associated with demobilization and remobilization, mileage, labor and travel time, and lost opportunity costs.

SITE SECURITY & STORAGE: Secure site consists of gated/fenced area and/or lockable storage facility. Vortex will provide temporary fencing and/or caution tape around the immediate work site.

UTILITIES: Unless otherwise specified in quote, Vortex will not be responsible for the backflow preventer, reduced pressure zone, pressure regulator or any other water supply protection. Unless otherwise specified in quote, Vortex will require all utilities within 25 feet of the location determined in a site walk or drawings.

INSTALLATION: All Vortex equipment will be installed per Vortex plans at the discretion of the Vortex Construction Manager.

ELECTRICAL: Flow Thru system requires 120V 10 amp service. WQMS requires 208/230V 50-100 amps service. Required electrical breakers can be found on the splashpad plans.

SPECIAL CONDITIONS AND COSTS: If specifications by owner require any testing or special inspections, costs, if any, shall be the responsibility of the Client.

ADDITIONAL ITEMS:

None

EXCLUSIONS:

Anything not specifically mentioned above

EXHIBIT "B"

(Payment Schedule Any Payment Application may be attached)

PAYMENT SCHEDULE

EQUIPMENT DEPOSIT	\$19,452.78
EQUIPMENT DELIVERED	\$45,389.82
GRADING & UNDERGROUND	\$25,547.22
COMPLETE CONCRETE PAD POURED	\$34,062.96
SUBSTANTIAL COMPLETION	\$17,031.48
START UP & TRAINING	\$8,515.74

QUOTATION



Account Name Fort Bend County, TX
 Project Name Mission West Park Splashpad
 Project ID 25631

Created Date 25/05/2016
 Quote Number 00013164
 Quote Name REV 00

Prepared By Portia Vance
 Email pvance@vortex-intl.com

Quantity	Item No.	Product Description
1.00	611.2008R02	BOLLARD ACTIVATOR No 3(SW, PC)
1.00	555.2000R01	AQUA DOME N°1 (SW,PC)
1.00	7381.2008R02	AQUALIEN RAIN FOREST N°5 (SW,PC)
3.00	305.4100R01	DIRECTIONAL WATER JET (SW,LFN)
2.00	301.4100R03	GROUND GEYSER (SW,LFN)
3.00	7512.0000R01	JET STREAM (EM)
2.00	7674.0000R01	SPIDEY SPRAY No2 (EM)
2.00	519.0000R01	SPRAY LOOP (EM, PC)
1.00	7578.2008R02	SunSpray No 1 (SW,PC)
1.00	406.2008R02	WATER TOWER, T-G-T PANELS (SW, PC)
1.00	1001.4000R02	PLAYSAFE DRAIN No1
1.00	33400.1887R01	CONICAL STRAINER BASKET PASSIVATION (PLAYSAFE DRAIN)
1.00	D1700.0000R01	Water Distribution System (CCC) - See Description Below
1.00	255	BUYING GROUP SERVICE DISCOUNT
1.00	300	Installation

Custom Product Information

Product Description Water Distribution System
 Serial Number: 25631D1605R00

Cabinet Command Center - Flow-Through
 Double 2" Inlet
 Without Pressure Regulator; Backflow Preventer Not Included
 Controller Installed in Equipment
 0 Additional Output
 1 Activation Device

2x 1-1/2" PVC Solenoid Valve Line
 8x 1" PVC Solenoid Valve Line
 1x SmartFlow Logics™ Controller, Flow-Through 10 out 120V

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 Email: sfax@vortex-intl.com
 Web: www.vortex-intl.com



QUOTATION



Other Services = Payment and Performance Bond

Terms & Totals

Field Credit Terms	Not Defined	Subtotal	USD 147,504.00
Ship Via	Best Way	Other Services	USD 4,500.00
		Freight	USD 1,140.00
		Embed Freight	USD 1,356.00
		Grand Total	154,500.00

Lead Time: Standard lead time of 6-8 weeks for Play Products, 10 weeks for Water Recirculation Equipment and 16 weeks for Elevations. These times are contingent upon receipt of purchase order, approved drawings and all applicable color selections
Excludes: Unloading, storage, installation, fees and permits, taxes, Health Department approval, electrical, site work, surfacing, stamped drawings, OSHA paper work, anything not specifically included above.

Material Handling: Equipment may be required for off loading.
Deposit: Should a deposit be required, production begins upon receipt of the deposit.

Taxes: All applicable taxes are the responsibility of the purchaser

Warranty: See standard Vortex Aquatic Structures International warranty for full detail.

Conditions of sales: Prices quoted above are valid for a period of 60 days, upon which they are subject to change without notice. Freight charge applies to complete shipment. Please note: freight charge is an estimate and is subject to change without notice. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply. Taxes not included, and will be invoiced if applicable. In the event of non-payment, Vortex Aquatic Structures International reserves the right to cease manufacturing or shipping until such payments with penalties, if any, is made by the purchaser with no liability on the part of Vortex Aquatic Structures International. Should said purchaser fail to make subsequent payments as required, Vortex Aquatic Structures International shall be entitled to retain payments previously made as liquidated damages. Storage fees may apply for orders ready for delivery but the purchaser has requested a delay in shipment.

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EXHIBIT A

(A-4 – Mustang Park)

\$154,500



EXHIBIT A - SCOPE DOCUMENT

Permits	Vortex	Client	GC	Notes
Potable Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Per Client: Not Needed

Site Facilities	Vortex	Client	GC
On-Site Secure Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Off-Site Secure Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
On-Site Trash Bin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restroom Facility/Portalet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Plumbing	Vortex	Client	GC	Material	Notes
Plumb Pressure Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PEX & Schedule 80 PVC	
Plumb Non-Pressure Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Schedule 80 PVC	
Backflow Preventer					
Pressure Regulator					

Utilities	Vortex	Client	GC	Project Requirements
Electrical at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	120V 10 Amp
Required Breakers	UV			



EXHIBIT A - SCOPE DOCUMENT

Filter Pump					
Feature Pump					
Controller	<input type="checkbox"/>	<input checked="" type="checkbox"/>		10 amp	
Other					
Other					
Sewer at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>		6" Pipe	3.5' Depth
Water at Vortex specified location	<input type="checkbox"/>	<input checked="" type="checkbox"/>		2" Pipe	

Dirt Work	Vortex	Client	GC	Material	Quantity
Excavate Splashpad Spray 12-14"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		1138 sq ft
Excavate Splashpad Spray Free Area 12-14"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		730 sq ft
Backfill Splashpad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sand	1868 sq ft
Excavate Pressure Pipe Trench 12-48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Excavate Non Pressure Pipe Trench 12-48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Backfill Pipe Trenches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Native Soils	
Excavate Water Distribution Equip. Area 12"-24"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Backfill Water Distribution Equip. Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sand	
Excavate Tank Hole					
Backfill Tank Hole					



EXHIBIT A - SCOPE DOCUMENT

Concrete	Vortex	Client	GC	Material	Quantity
Pour Concrete Spray Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	1138 Sq Ft
Pour Concrete Spray Free Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	730 Sq Ft
Pour Concrete Equipment Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6" 4000 PSI Medium Broom	21 Sq Ft
Rebar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#3 18" On Center	
Seat Wall					
Form Equipment Pad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Form Splashpad	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Start Up, Testing, Training	Vortex	Client	GC	Material	Quantity
Provide & Install Filter Sand					
Provide & Install Chemicals					
Testing of Features & Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Client Training (Up To 4 hours)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Site Clean Up	Vortex	Client	GC
Haul Off Excess Spoils	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Irrigation Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



EXHIBIT A – SCOPE DOCUMENT

Signage	Vortex	Client	GC
Signage for Splashpad	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signage for Each Room/Chemicals			

MOBILIZATION & SITE ACCESS: Contract price assumes tailgate access with 10 foot wide minimum clearance to the site, no restrictions on workdays and work hours. Contract price includes **2 mobilizations**. Any mobilization beyond the contracted amount mentioned herein is subject to a \$1,500 fee for each remobilization thereafter. If for any reason, external factors (other than weather), cause the suspension of work, Vortex may be entitled to additional time and cost associated with demobilization and remobilization, mileage, labor and travel time, and lost opportunity costs.

SITE SECURITY & STORAGE: Secure site consists of gated/fenced area and/or lockable storage facility. Vortex will provide temporary fencing and/or caution tape around the immediate work site.

UTILITIES: Unless otherwise specified in quote, Vortex will not be responsible for the backflow preventer, reduced pressure zone, pressure regulator or any other water supply protection. Unless otherwise specified in quote, Vortex will require all utilities within 25 feet of the location determined in a site walk or drawings.

INSTALLATION: All Vortex equipment will be installed per Vortex plans at the discretion of the Vortex Construction Manager.

ELECTRICAL: Flow Thru system requires 120V 10 amp service. WQMS requires 208/230V 50-100 amps service. Required electrical breakers can be found on the splashpad plans.

SPECIAL CONDITIONS AND COSTS: If specifications by owner require any testing or special inspections, costs, if any, shall be the responsibility of the Client.

ADDITIONAL ITEMS:

None

EXCLUSIONS:

Anything not specifically mentioned above

EXHIBIT "B"

(Payment Schedule Any Payment Application may be attached)

PAYMENT SCHEDULE

EQUIPMENT DEPOSIT	\$19,452.78
EQUIPMENT DELIVERED	\$45,389.82
GRADING & UNDERGROUND	\$25,547.22
COMPLETE CONCRETE PAD POURED	\$34,062.96
SUBSTANTIAL COMPLETION	\$17,031.48
START UP & TRAINING	\$8,515.74

QUOTATION



Account Name Fort Bend County, TX
Project Name Mustang Park, Fresno, TX
Project ID 25600

Created Date 25/05/2016
Quote Number 00013094
Quote Name REV 00

Prepared By Portia Vance
Email pvance@vortex-intl.com

Quantity	Item No.	Product Description
1.00	611.2008R02	BOLLARD ACTIVATOR No 3(SW, PC)
1.00	555.2000R01	AQUA DOME N°1 (SW,PC)
1.00	7381.2008R02	AQUALIEN RAIN FOREST N°5 (SW,PC)
3.00	305.4100R01	DIRECTIONAL WATER JET (SW,LFN)
2.00	301.4100R03	GROUND GEYSER (SW,LFN)
3.00	7512.0000R01	JET STREAM (EM)
2.00	7674.0000R01	SPIDEY SPRAY No2 (EM)
2.00	519.0000R01	SPRAY LOOP (EM, PC)
1.00	7578.2008R02	SunSpray No 1 (SW,PC)
1.00	406.2008R02	WATER TOWER, T-G-T PANELS (SW, PC)
1.00	33400.1887R01	CONICAL STRAINER BASKET PASSIVATION (PLAYSAFE DRAIN)
1.00	1001.4000R02	PLAYSAFE DRAIN No1
1.00	D1700.0000R01	Water Distribution System (CCC) - See Description Below
1.00	255	BUYING GROUP SERVICE DISCOUNT
1.00	300	Installation

Custom Product Information

Product Description Water Distribution System
Serial Number: 25600D1605R00

Cabinet Command Center - Flow-Through
Double 2" Inlet
Without Pressure Regulator; Backflow Preventer Not Included
Controller Installed in Equipment
0 Additional Output
1 Activation Device

2x 1-1/2" PVC Solenoid Valve Line
8x 1" PVC Solenoid Valve Line

Enquire about our cooperative purchasing programs!

Vortex USA Inc.
1420 Valwood Parkway Suite 205, Carrollton, TX 75006
Tel: +1-(877) 586-7839 Fax: (972) 410-3697
Email: sfax@vortex-intl.com
Web: www.vortex-intl.com



QUOTATION



1x SmartFlow Logics™ Controller, Flow-Through 10 out 120V

Other Services = Payment and Performance Bond

Terms & Totals

Field Credit Terms	Not Defined	Subtotal	USD 147,504.00
Ship Via	Best Way	Other Services	USD 4,500.00
		Freight	USD 1,140.00
		Embed Freight	USD 1,356.00
		Grand Total	154,500.00

Lead Time: Standard lead time of 6-8 weeks for Play Products, 10 weeks for Water Recirculation Equipment and 16 weeks for Elevations. These times are contingent upon receipt of purchase order, approved drawings and all applicable color selections
Excludes: Unloading, storage, installation, fees and permits, taxes, Health Department approval, electrical, site work, surfacing, stamped drawings, OSHA paper work, anything not specifically included above.

Material Handling: Equipment may be required for off loading.

Deposit: Should a deposit be required, production begins upon receipt of the deposit.

Taxes: All applicable taxes are the responsibility of the purchaser

Warranty: See standard Vortex Aquatic Structures International warranty for full detail.

Conditions of sales: Prices quoted above are valid for a period of 60 days, upon which they are subject to change without notice. Freight charge applies to complete shipment. Please note: freight charge is an estimate and is subject to change without notice. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply. Taxes not included, and will be invoiced if applicable. In the event of non-payment, Vortex Aquatic Structures International reserves the right to cease manufacturing or shipping until such payments with penalties, if any, is made by the purchaser with no liability on the part of Vortex Aquatic Structures International. Should said purchaser fail to make subsequent payments as required, Vortex Aquatic Structures International shall be entitled to retain payments previously made as liquidated damages. Storage fees may apply for orders ready for delivery but the purchaser has requested a delay in shipment.

Vortex USA Inc.
1420 Valwood Parkway Suite 205, Carrollton, TX 75006
Tel: +1-(877) 586-7839 Fax: (972) 410-3697
Email: sfax@vortex-intl.com
Web: www.vortex-intl.com

Enquire about our cooperative purchasing programs!



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vortex USA, Inc
 Carrollton, TX United States

Certificate Number:
 2016-74862

Date Filed:
 06/22/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
 07/05/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25361
 Provide and install aquatic play features

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath