




Customer Name	City of Colusa
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Proposal Number	Quote 2100473
Quote Date	Feb 24, 2022
Expiration Date	Apr 1, 2022
Created by	anna gibbons
Created by Email	anna.gibbons@fountainpeople.com

PROJECT NAME W23921 City of Colusa

PLAY FEATURES

Model Number	Product Name	Product Description	Quantity	Price Each	Subtotal	GPM Each
F2112	Fun Forms™ Deion Duck Aqua Sprayer	A fun duck themed sprayer	1	\$6,942.00	\$6,942.00	18
F2118	Fun Forms™ Earl's Tractor Aqua Sprayer	Fun Forms Aqua Sprayers™ are perfect for any aquatic play setting. Designed to complete any theme, these sprayers appeal to ages 3 and up. Aqua Sprayers offer a variety of water effects such as misters, fans, and streams.	1	\$23,825.00	\$23,825.00	18
F3005	Fun Forms™ Lindsey Ladybug Aqua Spout 	This Aqua Spout emits two gentle arching streams of water and is ideal for ages 2-5.	1	\$1,457.00	\$1,457.00	3



W034C	Spray Way™ 	The Spray Way™ arch creates a cooling cloud of mist that kids love to move through.	2	\$5,717.00	\$11,434.00	6
W103	Fill N' Spill™ 	The Fill N' Spill™ is a classic "dump bucket" component with a 2.3 GPD (gallons per dump) rating per bucket.	1	\$13,875.00	\$13,875.00	10
W280	Popp Dropp™ 	The Popp Dropp™ creates a short spurt of water that is particularly intriguing to toddlers. The DSC Controller controls the length of the stream.	2	\$855.00	\$1,710.00	3
W009	Touch & Go™ Bollard 	The Touch N' Go™ Activator is ideal for a interactive play experience. Our activation bollard is durable, reliable, low voltage & available in all standard colors.	1	\$2,571.00	\$2,571.00	




Play Products Discount **-\$4,945.12**

Play Products Total **\$56,868.88**


Operating Equipment

Model Number	Product Name	Product Description	Quantity	Price	Subtotal
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W200	Plain Drain™ with 4" Slip Connection 	Standard drain for 50 GPM, formed polyethylene sump, heavy duty FRP grate with skid resistant surface, strainer basket, 4" slip connection, stainless steel quick release clips. Meets ADA guidelines. a standard plain drain with the side outlet and the other a custom plain drain with the drain outlet on the bottom of the drain	2	\$1,182.00	\$2,364.00
DSC-8-8-A	Dynamic Sequencing Controller 	UL-Listed Controller with 1 module for 8 hard-wired inputs, 1 module for 8 wired 24VAC outputs, Factory Mounted and Prewired to manifold assembly (sold separately).	1	\$6,599.00	\$6,599.00
05-0507	05-0507	1.5" PRV15LV; 80GPM typical; Cast Bronze Pressure Reducing Valve, 25-75PSI output range; 36 Series 1-1/2"FPT Union x 1-1/2"FPT Series 36-107-01 factory set at 50PSI	1	\$495.00	\$495.00
WVB-6272-8	Above Grade Utility Cabinet 	Above Grade 1/8" Aluminum 3R Utility / Valve Box, 60" x 72" x 24" with 2" Base Mounting Flange, Overlapping Doors, 3/4 Stainless Steel Handle with Padlock Hasp, Corbin #2 Lock, and Screened Louvers.	1	\$11,363.00	\$11,363.00



DM-04000-08-BR-FM	4" Manifold 8 Ports Bronze Valves Floor Mount 	4" Stainless Steel Manifold with 8 Ports, Bronze Valves (Sizes 1-2" varies per plan) Stainless Steel Floor Mount Stand. pressure gage, water hammer arrestor, hose bib	1	\$8,372.00	\$8,372.00
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Operating Equipment Discount **-\$2,335.44**

Operating Equipment Total \$26,857.56



FREIGHT AND PACKAGING

Description	Quantity	Price	Subtotal
Packaging and Crating	1	\$1,500.00	\$1,500.00
<input checked="" type="checkbox"/> Freight	1	\$6,000.00	\$6,000.00
<input checked="" type="checkbox"/> Early Embed Freight	1	\$1,000.00	\$1,000.00

Freight and Packaging Total \$8,500.00

Sales Tax Estimate 7.25% \$6,070.17

GRAND TOTAL THIS PROPOSAL WITH OPTIONS SELECTED \$98,296.61

By Signing this agreement I agree to The Fountain People/Water Odyssey's general terms and conditions of sale.

AGREED TO AND ACCEPTED:

Proposal Pricing: The above proposal is valid for **30** days from the date first set forth above. **PRICES ARE YOUR COSTS unless specifically noted otherwise in the quote.** After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, Fountain People reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to: fuel, steel, resin, foam and paint. Due to the duration of time between proposals, contracts, and final installation, Fountain People reserves the right to implement this surcharge, when applicable at its sole discretion. **Installation, unloading and storage are not included unless specifically noted in Proposal. See other exclusions section below.**

Taxes: Sales and/or use taxes estimate is included in your proposal. Sales and/or use taxes will be added at time of order unless acceptable tax-exempt documentation is provided.

Purchase: By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by Fountain People (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Water Odyssey or Fountain People brand equipment ("Equipment") and the services to be provided by the Company, as detailed in the Proposal sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Equipment (the ultimate owner of the Equipment, whether Purchaser or a third-party, being the "Owner").

Short Ship and Damage Claims: Purchaser has 3 business days from receipt of the Equipment to file a short ship or damage report in writing to its Company sales representative. Company will not honor claims made after this time. Obvious damage should be noted at time of unloading on the trucking companies' paperwork before accepting receipt of Equipment. Failure to note shipping damage may result in shipping damages not being covered.

Standard Exclusions: This quotation explicitly excludes any and all items not expressly specified or identified above in writing. No other product, parts, equipment, labor or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawings or Addendum.

Bonding Guidelines: If Purchaser will use or provide the Equipment and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: *"The manufacturer's warranty for the Water Odyssey brand Equipment is a separate document between Fountain People and the ultimate owner of the Water Odyssey Equipment brand Equipment, which will be provided to the ultimate owner at the time of completion of the delivery and other services specifically contracted above to be provided by the Fountain people. Due to surety requirements, any performance and/or payment bond will cover only the first year of the Fountain People warranty."*

Insurance Requirements: Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

Payment: Terms of payment will be determined at time of order based on credit and payment history. Deposits may be required. Proposals over \$100,000 will require a deposit – amount to be determined at time of order. All payments must be made to Fountain People, PO Box 807 San Marcos, TX 78666. If the Purchaser or Owner fails or delays in making any required payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

Lien Releases: Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying: Site plan approval, permits, permit fees, plans, engineering drawings, health department approvals, and surveying are specifically excluded from this agreement and the Services unless specified in the quote section above. The Company does not in any way warrant or represent that a permit or government approval for construction or occupancy will be obtained. Sealed engineered drawings or 3rd party engineering review that are required but not included in above quote will result in an additional cost to Purchaser.

Manufacturing & Delivery Times: Manufacturing lead-time from Company's receipt of the "approved order" is approximately 6 to 8 weeks for standard Equipment, and 8 to 16 weeks for custom Equipment. Delivery is approximately 1 week thereafter. All shipping is FOB our Texas facility. Transfer of ownership of Equipment occurs once the Equipment leaves our facility. Fountain People does not guarantee specific delivery days unless that option is specified and paid for in the quote. In the event a shipment is late due to no fault of Fountain People, Fountain People is not liable for the extra shipping charges paid and does not pay re-mobilizations or other delay charges or liquidated damages.

Returned Product, Deposits, and/or Cancelled Order: Within the first 30 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 25% restocking fee. Custom products cannot be returned. No returns are available following this 30 day period. All deposits are non-refundable. All expenses incurred are the responsibility of the Purchaser, up to notice of cancellation.

Force Majeure: A party shall be excused from performance (or such performance shall be suspended) for any period and to the extent that it is prevented from completing the Work, in whole or in part, as a direct result of any delay or suspension of work caused by a Force Majeure Event. For purposes of this Subcontract, "Force Majeure Event" means a cause or event that is not reasonably foreseeable or otherwise caused by or under control of the party claiming the Force Majeure Event, including acts of God, fires, floods, explosions, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes (other than those of Subcontractor or its sub-subcontractors that prevent Subcontractor from performing the Work), pandemics, epidemics, and other like events that are beyond the reasonable anticipation and control of the party affected by the Force Majeure Event despite the party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of the acts, events or occurrences, and which events or its effects are not attributable to a party's failure to perform its obligations under this Subcontract, but only to the extent that any of these cause are valid excuses under the Prime Contract. A party effected by a Force Majeure Event shall commence performance completing the Work immediately following such suspension due to a Force Majeure Event.

Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Equipment or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY. THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.