



CUSTOM FOUNTAIN PROPOSAL

Customer Copy

4/24/2014

3440 Technology Dr. • N. Venice, FL 34275 • (941) 484-8224 • Fax: 484-9302 www.wescofountains.com

PREPARED FOR

City of Venice
401 W Venice Avenue
Venice, FL 34285

Date: 4/24/2014

Quotation Number: **JC18857**

Sales Representative: JANIS COQUILLARD

Attn: Bob Daniels
Project: **RUSCELLETTO PARK**
VENICE, FL

Telephone: 941-486-2626

Fax: 941-480-3031

Re: Fountain Description: Voltage/Phase: 230 / 1

This quotation is for a Custom 2 HP MARIN floating fountain with LED color changing lights.

This fountain will display a tall center column of water surrounded by a lower tier of nozzles with an outward fall. The center nozzle water display to reach approximately 13' - 15' in height while the peripheral jets will reach about 8' - 10' in width. Recommended distance from shore: 40' - 70'.

This Fountain is equipped with LED lights and the new energy efficient motor.

We are pleased to provide the City of Venice with our quotation. The fountain will include the following components:

ITEM#	PART#	QTY	
<u>1</u>	FFA-300	1	WESCO Fountains FFA-300 Floating Fountain Float Assembly. 3' diameter Rotocast flotation ring made from Marlex CL-100 cross link polyethylene. This float shall be constructed of four (4) sections, each water-tight section having a molded 1" port with brass plug for adding water to adjust freeboard and level unit. All hardware is stainless steel with stainless steel brackets.
<u>2</u>	FFB-302	1	WESCO Fountains FFB-302 Floating Fountain Frame Assembly. 3' floating fountain mounting assembly constructed of stainless steel angle with all stainless steel hardware.
<u>3</u>	FSP-022-1/C	1	WESCO Fountains FSP-032-1 Floating Fountain Pump and Motor Tube Assembly. 230 Volt Single Phase 2HP submersible stainless steel pump, mounted inside a PVC motor tube, complete with machined front bell, adjustable motor supports, stainless steel hardware and fasteners. Unit equipped with Wesco SCR series 6" x 24" stainless steel intake screen.
<u>4</u>	FRM-032	1	WESCO Fountains FRM-032 Manifold Assembly for a 3 HP Floating Fountain. Made of schedule 40 and schedule 80 P.V.C. for feature discharge display. Manifold has stainless steel u-clamps with stainless steel hardware for fastening to frame.

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<u>5</u>	WAH-300	1	WESCO Fountains WAH-300 "Marin" Nozzle. PVC cap with individual brass nozzles and a 3" NPT connection. Jet produces a center single column display with a lower tier of nozzles. (This is the same nozzle as the one used at the Waterford entry)
<u>6</u>	FLP-020-2	1	WESCO Fountains FLP-020-2 Floating Fountain Light Package. Light Package included on floating fountain for lights and contains junction box, potting compound and cord seals for light connection.
<u>7</u>	WBD-100-1/LED	4	WESCO Fountains WBD-100-1/LED Submersible Light. Fixture manufactured from glass reinforced thermoplastic with 15' cord. 12 volts, 7 watt color changing LED Bulb. Submersible bases included.
<u>8</u>	MIL 12-4	100	WESCO Fountains MIL 12-4 submersible 12 gauge 4 conductor pump cable. Cable is U.L. listed for submersible application and has water proof connectors.
<u>9</u>	MIL 14-5	100	WESCO Fountains MIL 14-5 submersible 14 gauge 5 conductor cable. Cable is U.L. listed for submersible application and has water proof connectors.
<u>10</u>	FFR-253	1	WESCO Fountains FFR-253 Floating Fountain Anchor Assembly. Anchoring assembly has three - 100', 1/4" Polypropylene ropes with anchor stakes and 3 counter weights.
<u>11</u>	FZC-030-1	1	WESCO Fountains FZC-030-1 Control Panel for 3 HP Floating Fountain. Supplied pre-wired and tested in NEMA 4X enclosure and includes; programmable time clock, photocell, pump starter/s, lighting contactors, and all necessary relays. Designed for 3 HP, 230V, 1Ø service. U.L. Listed.
<u>12</u>	DEMM-1	1	WESCO Fountains DEMM-1 Owner & Maintenance Manuals. Each set contains one (1) hard copy manual and one (1) CD complete with component information, warranty information and maintenance requirements. The CD contains an electronic copy of the Owner & Maintenance Manual in PDF format.

13	JI-275	1	<p>WESCO Fountains Installation of a WESCO Floating Fountain. There will be <u>no charge</u> for WESCO's installation time.</p> <p>WESCO Fountains will ship the control panel ahead of the fountain unit. Installation of all shore electric is by Owner's electrician, including mounting the Control Panel by the lake edge, connecting and testing power to the panel and installation of conduit (see conduit size chart below) from the panel to the lake edge and extending 6' into the lake. All permits are by Owner, or others, if required. Control Panel instructions provided by WESCO Fountains.</p> <p>WESCO Fountains will do all fountain work that requires a boat including anchoring and tethering the fountain in the desired location, balancing the fountain, connecting the motor and light cables to the control panel, starting the fountain up and doing a complete turnover.</p> <p>CONDUIT SIZE REQUIREMENT - 2" conduit for a 2 or 3 HP floating fountain.</p>
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PRICING SUMMARY

We gladly accept Visa, Mastercard or American Express for your convenience and we sincerely appreciate your business.	Subtotal	\$8,432.42
	7.00% Sales Tax	\$590.27
	TOTAL	<u>\$9,022.69</u>

Comments:

If the city is Tax Exempt please deduct \$590.27.

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GOODS AND SERVICES SOLD BY WESCO FOUNTAINS, INC. ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON WESCO FOUNTAINS, INC. UNLESS AGREED TO IN WRITING BY AN OFFICER WESCO FOUNTAINS, INC.. IN THE EVENT THE FOLLOWING TERMS AND CONDITIONS CONFLICT WITH ANY OTHER AGREEMENT AND/OR CONTRACT DOCUMENT, THE FOLLOWING TERMS AND CONDITIONS SHALL CONTROL. BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT FOR THE GOODS OR SERVICES CONSTITUTES ACCEPTANCE OF WESCO FOUNTAINS, INC.'S TERMS AND CONDITIONS.

WESCO Fountains, Inc. requires a fifty (50%) deposit payable upon issuance of Purchase Order from Client, with the balance due upon delivery of the goods. WESCO Fountains, Inc. shall not have any obligation to commence manufacturing of any Purchase Order and further reserves the right to stop manufacturing and processing of any Purchase Order unless or until such deposit is paid. All fountain components must be PAID IN FULL before leaving the United States of America. A letter of Intent will release a work order for AutoCAD drawings to begin, if required. A fifty percent deposit is required before drawings are released.

PRICE: Prices in effect are the date of this quotation and valid for 90 days; otherwise, prices in effect at the time of shipment of goods or performance of services shall prevail. All prices quoted by WESCO Fountains, Inc. are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by Buyer. A standard shipping charge is applied to each invoice for goods to cover the material preparation, packaging, freight and/or any additional costs associated with each shipment based on the value and/or weight of the shipment. Additional charges for local delivery may also apply.

DELIVERY: Unless otherwise noted, all sales of goods are made f.o.b. point of shipment and, in all cases, title to such goods shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer. Delivery dates given in advance of actual shipment of goods or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates.

WARRANTIES: Goods are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject only to those warranties extended by such third parties. EXCEPT AS OTHERWISE PROVIDED HEREIN AND TO THE EXTENT PERMITTED BY STATE AND/OR FEDERAL LAW, WESCO FOUNTAINS, INC. MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE ARE HEREBY EXCLUDED. WESCO Fountains, Inc. components and product lines (excluding light bulbs and lenses) are warranted for ONE (1) year from date of purchase to be free from defects and/or faulty workmanship. The liability is expressly limited to the repair or replacement of such parts by WESCO Fountains, Inc. where, in their opinion, damage is caused by defect and not misuse. Without limiting the generality of the foregoing, the following shall be regarded as causes beyond control; act of God, weather conditions, explosion, flood, fire or accident. This warranty does not include labor charges involved in removing or replacing such equipment or freight to and from the factory. All saltwater, brackish water, chemically unbalanced water or any other corrosive water conditions found to be present will VOID all warranties.

LIMITATION OF LIABILITY: WESCO Fountains, Inc.'s liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof, or connected with any goods or services supplied hereunder, or the operation or use of goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of the cause or fault giving rise to any such claim for loss or damage. WESCO Fountains, Inc. shall not be liable, whether as a result of breach of contract, warranty, tort, or any other grounds for incidental, special, or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of goods or associated products, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of third-parties for such damage.

MATERIAL SUBSTITUTIONS: Unless specifically restricted on a purchase order, WESCO Fountains, Inc. reserves the right to interchange an equivalent available product in place of the product ordered where the interchangeability of the product is based on form, fit, and function. This quotation is very general and the actual material(s) or layout may be subject to change once it is reviewed through the engineering process. We have found it not practical to itemize the many miscellaneous supplies and materials used on each project. To do so would considerably add to our cost and labor charges.

INSURANCE: WESCO Fountains, Inc. will furnish a standard Certificate of Insurance, if required, for the purchase of materials or services. If additional insurance is required an extra fee will be added to the purchase price.

PROMOTION: WESCO Fountains, Inc. reserves the right to photograph, film and/or video our workmanship and products for on-site documentation and for use in promotional materials including, but not limited to, printed collateral, advertisements, multimedia, Internet and CD/DVD-ROM.

CANCELLATION AND RETURNS: Buyer may cancel an order by mutual agreement based upon payment to WESCO Fountains, Inc. of reasonable and proper cancellation charges. Goods shall not be returned by Buyer without WESCO Fountains, Inc.'s prior written authorization and payment by Buyer of a minimum restocking charge of 25%. Authorized returns shall be returned at Buyer's sole expense, freight prepaid. There are NO returns of special order or made-to-order items. No returns shall be accepted following 15 days after delivery. No credit will be issued for shipping charges or other special expenses.

FORCE MAJEURE: WESCO Fountains, Inc. shall not be liable for failure to deliver or for delay in delivery or performance due to: (i) a cause beyond its reasonable control; (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or, (iii) any other commercial impracticability. If such a delay occurs, delivery or performance shall be extended for a period equal to the time lost by reason of delay.

ASSIGNMENT: Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior express written consent of WESCO Fountains, Inc.

WAIVER AND DISPUTE RESOLUTION: The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. The interpretation and enforcement of this contract, as well as all transactions related to or arising out of this contract shall be governed by the laws of the State of Florida, United States of America, excluding conflict of law rules. All claims or disputes arising out of this contract or from the performance or breach thereof, or connected with any goods or services supplied hereunder shall be resolved by submission of the same to the American Arbitration Association ("AAA"), to be settled in binding arbitration using the Construction Industry Arbitration Rules, as established and promulgated by the AAA in effect at the time of submission to the AAA. Judgment on the award rendered in arbitration may be confirmed in any court having jurisdiction thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

ATTORNEY'S FEES: In the event WESCO Fountains, Inc. finds it necessary to retain services of any attorney in order to obtain Buyer's performance hereunder, or to recover for damages brought about by Buyer's action, lack of action, or failure to perform hereunder, Buyer will pay to WESCO Fountains a reasonable amount as and for attorney's fees. In the event any action is instituted under the provisions of this contract and WESCO Fountains, Inc. is, or is made, a party to such action, Buyer shall pay to WESCO Fountains a reasonable sum as attorney's fees in the event WESCO Fountains, Inc. is declared to be the prevailing party in such action. In the event of arbitration, the arbitrator(s) shall have the authority to render an award of reasonable attorney's fees, and shall have the authority to determine such issues as entitlement and amount attorney's fees awarded as part of its determination.

INDEMNITY: Seller agrees to indemnify and/or hold harmless WESCO from liability for damages to persons or property caused in whole or in part by any act, omission, or default of the Seller arising from this Agreement. As used herein, the term damages shall mean any and all losses sustained by WESCO, including, but

without limitation, any liens, judgments, claims, costs, attorneys' fees, interest, incidental and consequential damages, lost profits, additional home office or project overhead, and/or professional fees. Notwithstanding the foregoing, the monetary limitation on the extent of this indemnification provided to WESCO shall be in the amount of twice the contract amount or \$1 million per occurrence whichever is greater. The obligations to indemnify under this agreement shall apply to all damages caused in whole or in part by any act, omission, of: (a) Seller, or (b) any of the Seller's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The provisions of Florida Statute § 725.06, as modified by Chapter No. 2001-211 (SB-428), shall apply and to the extent that this paragraph is in any way inconsistent with that provision, said statute shall govern.

ENTIRE AGREEMENT: This contract, including the terms and conditions contained herein, embodies the entire agreement between the parties and no other agreements, instruments or papers, oral or otherwise except those set forth in this contract shall be deemed to exist or bind any of the parties hereto relating to the subject matter hereof.

SEVERABILITY: All terms, conditions, stipulations, covenants, promises and agreements contained in this contract shall be considered severable in the event one or more of them shall be determined hereafter by a court of competent jurisdiction to be invalid. WESCO Fountains and Buyer mutually intend that this contract, except for any portion thereof so declared invalid, shall be considered valid in the event it is otherwise sufficiently definite and certain.

• Acceptance According To WESCO's Terms and Conditions •

If the previously listed proposal and terms are acceptable to you please sign below and return to WESCO Fountains, Inc. Our fax number is (941) 484-9302.

Accepted this _____ day of _____, 2014.

Accepted by (print name): _____ of

City of Venice (signature): _____.



Proudly Made in the U.S.A.