



CUSTOM FOUNTAIN PROPOSAL

9/22/2015

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

PREPARED FOR

The Whale Project

155 South Seward St
Juneau, AK 99801

Date: 3/11/2015

Quotation Number: **JHP19505**

Sales Representative: JOHN PHILLIPS

Attn: Rorie Watt

Project: **WHALE PROJECT**
JUNEAU, AK

Telephone: 907-586-0877

Fax: 336-574-1916

Re: Fountain Description: Voltage/Phase: 208 / 3

This quotation is for the fountain's pour items and components that are to be installed in the whale itself. See proposal JHP19310R2 for remaining equipment items to complete the job.

Equipment supply quotation for The Whale Fountain shown in WESCO Fountains drawings dated 2/14/2014. All equipment carried in this quotation matches the equipment list shown on WF-H7.

WESCO Fountains is pleased to offer the following proposal:

ITEM#	PART#	QTY	
<u>1</u>	WNB-800/SS/C	1	Item 23 of WF-H7. WESCO Fountains WNB-800/SS/C Penetration Coupling. Manufactured from schedule stainless steel and supplied with waterstop flange, discharge flange fitting, and bonding lug. 8" pipe connection.
<u>2</u>	WNA-300/C	1	Item 24 of WF-H7. WESCO Fountains WNA-300/C Slab Penetration. Manufactured from stainless steel and supplied with waterstop flange, discharge flange fitting, and bonding lug. 3" NPT connection.
<u>3</u>	W- FOG BRACKETS	12	Item 25 of WF-H7. WESCO Fountains custom fog system mounting brackets fabricated from type 316 stainless steel.
<u>4</u>	WFA-180/C	8	Item 26 of WF-H7. WESCO Fountains WFA-180/C Main Drain Sump. 18" square with molded parts for pipe connection. (1) 6", & (2) 2" schedule 80 PVC pipe with external flange connections. Manufactured from fiberglass with gel coat finish on interior surfaces. Supplied with waterstop flange & includes vent.
<u>5</u>	WFB-180/R	8	Item 27 of WF-H7. WESCO Fountains WFB-180/R Riser Style Sump Grate. 18" square. Made from 3/4" stainless steel angle with 3/16" perforated stainless steel screen. Designed to sit inside molded flange in sump.

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<u>6</u>	WFA-240/C	4	Item 28 of WF-H7. WESCO Fountains WFA-240 Main Drain Sump. 24" square with molded parts for pipe connection. (1) 8", & (1) 2" schedule 80 PVC pipe with external flange connections. Manufactured from fiberglass with gel coat finish on interior surfaces. Supplied with waterstop flange.
<u>7</u>	WFA-240/EC	1	Item 29 of WF-H7. WESCO Fountains WFA-240/EC Sump Pump Sump. 24" square by 24" deep with molded parts for schedule 80 PVC pipe with external flange connections. Manufactured from fiberglass with gel coat finish on interior surfaces. Supplied with waterstop flange.
<u>8</u>	WFB-240	5	Item 30 of WF-H7. WESCO Fountains WFB-240 Sump Grate. 24" square. Made from 3/4" stainless steel angle with 3/16" perforated stainless steel screen. Designed to sit inside molded flange in sump.
<u>9</u>	WEE-152/C	6	Item 31 of WF-H7. WESCO Fountains WEE-152/C Front Access Only Skimmer. Manufactured from high impact cyclac plastic and supplied with floating weir, removable debris basket, and bronze face plate. 1 1/2" flange connection. For 10" Wall application.
<u>10</u>	WEG-150	8	Item 32 of WF-H7. WESCO Fountains WEG-150 Vacuum Fitting. Brass construction with removable closure plug. 1-1/2" pipe size.
<u>11</u>	WEC-300	2	Item 33 of WF-H7. WESCO Fountains WEC-300 Overflow Standpipe. Brass and copper construction. Supplied complete with base with waterstop flange, removable standpipe and vented dome. 3" FPT connection. 24" long.
<u>12</u>	WNA-200	8	Item 36 of WF-H7. WESCO Fountains WNA-200 Slab Penetration. Manufactured from stainless steel and supplied with waterstop flange and bonding lug. 2" NPT connection.
<u>13</u>	WNA-050	5 8	Item 39 of WF-H7. WESCO Fountains WNA-050 Slab Penetration. Manufactured from stainless steel and supplied with waterstop flange and bonding lug. 1/2" NPT connection.
<u>14</u>	WED-800/SS/C	4	Item 41 of WF-H7. WESCO Fountains WED-800/SS/C Outlet Fitting. Manufactured from stainless steel and supplied with waterstop flange. 8" pipe connection. Complete with adjustable stainless steel diverter plate and 8" flange connection.
<u>15</u>	WEF-155	1 7	Item 42 of WF-H7. WESCO Fountains WEF-155 Slotted Inlet. Brass construction with adjustable eyeball nozzle. 2" M.I.P. X 1-1/2" F.I.P. connections.

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<u>16</u>	WDB-201/C	1	Item 43 of WF-H7. WESCO Fountains WDB-201/C Recessed Style Level Sensor. Supplied with integral junction. Body is manufactured from high impact ABS, cover is bronze, and unit includes (2) reed relay float switches with maximum 2" adjustment. 12 vac at switches. 3/4" conduit connection. Equipped with P.C. control circuit and refill manifold.
<u>17</u>	WCB-113	5	Item 45 of WF-H7. WESCO Fountains WCB-113 Junction Box. Flush mounted underwater j-box. Cast bronze construction with (1) 3/4" conduit connection and supplied complete with (3) cord compression seal fitting for light/pump. U.L. Listed.
<u>18</u>	WCB-112	2	Item 46 of WF-H7. WESCO Fountains WCB-112 Junction Box. Flush mounted underwater j-box. Cast bronze construction with (1) 3/4" conduit connection and supplied complete with (2) cord compression seal fitting for light/pump. U.L. Listed.
<u>19</u>	WAP-108/SS/C	1	Item 48 of WF-H7. WESCO Fountains WAP-108/SS/C Custom Fabricated Stainless Steel Discharge Manifold. 8" stainless steel pipe, type 304 SS, with 'T' inlet and flange. 108" overall length. Manifold feeds sixteen (16) 1" outlets and six (6) 2" outlets. All outlets will be fitted with stainless steel NPT threaded nipples fully welded to the main manifold body; all outlet nipples to be fitted with stainless steel ball valves. Ball valves are 316 SS body with 304 SS handle.
<u>20</u>	WNA-300/SS/C	2	Item 49 of WF-H7. WESCO Fountains WNA-300/SS/C High Pressure Hose Slab Penetration. Manufactured from stainless steel and supplied with waterstop flange and bonding lug. 3" flange connection; one end includes flange cap with welded stainless steel NPT nipple, to facilitate connection of high-pressure hose through penetration, from dry 3" conduit into underwater basin. Two (2) sizes for Whale Project: - WNA-300/SS/C x 0375 - 3/8" nipple - WNA-300/SS/C x 075 - 3/4" nipple
<u>21</u>	WNA-075	7	Item 52 of WF-H7. WESCO Fountains WNA-075 Slab Penetration. Manufactured from stainless steel and supplied with waterstop flange and bonding lug. 3/4" NPT connection.

PRICING SUMMARY

Subtotal	\$50,453.11
Sales Tax	
Shipping/Handling	\$2,500.89
TOTAL	<u>\$52,954.00</u>

Comments:

Construction and start up support are highly recommended. These services are available for an incremental fee of \$1000 per person per day (including travel days) plus travel expenses.

Shipping and Handling quoted here is an approximate total and will be billed as direct cost.

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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

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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

The Whale Project (signature): _____.



Proudly Made in the U.S.A.