



Equipment:	\$137,241.00
Installation:	\$39,750.00
Freight & Crate:	\$9,954.68
USC Discount:	-\$10,979.28
<b>Total:</b>	<b>\$175,966.40</b>

## Quotation

Monday, December 18, 2017

Valid For 90 Days

US Communities Contract 110179

**Project No: W19538**

**Version: 1B R1**

**Celina Spray Pad**

Qty	Part Number	Part Description
(1)	05-0509	3" PRV30; 300GPM typical; Cast Bronze Pressure Reducing Valve, 10-35PSI output range; 36H Series 36H-200-02 factory set at 25PSI
(1)	W012C	Water Cage™, Water Conserving
(5)	W057	Water Sprout™
(1)	W093	Water Weave™
(10)	W280	Popp Dropp™
(5)	W326-1	Custom Mission Hill Mister™
(5)	W326C-2-W19538	Custom Mission Hill Shower™, Water Conserving Version, Low Flow (5GPM)
(5)	W326C-3-W19538	Custom Mission Hill Spill™ Water Conserving Version, Low Flow (5 GPM)
(1)	W009	Touch & Go™ Bollard, Wired.
(1)	DSC-8-24-PTP	Pedestal Mounted UL-Listed Controller with 1 module for 8 hard-wired inputs, 3 modules for 24 wired 24VAC outputs, mounted in a NEMA 4X Enclosure with Lockable Hasp.
(2)	VM-10	4" Stainless Steel Manifold for Valve Box Installation w/pressure gauge, drain valve, water hammer arrestor, FPT inlet connection (10) discharge assemblies each with (1) true union ball valve and (1) 24VAC bronze solenoid valve with 15' cord. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met.
(2)	WVB-3248	In-ground FRP valve box with 32" x 48" 2-piece heavy-duty FRP lid, wiring channel, 2" conduit connection, and tamper-resistant stainless steel fasteners. For use with Catalog Number VM-07 through VM-12 Manifolds.
(5)	W200	Plain Drain™ with 4" Slip Connection

(Continued)

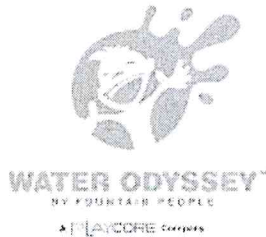
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Qty	Part Number	Part Description
(1)	Installation	<p>Included (By DWA Contractor):</p> <ul style="list-style-type: none"> <li>· First year startup &amp; closing</li> <li>· Excavate as necessary for sprayground pad</li> <li>· Furnish/Install sprayground footings</li> <li>· Furnish/Install sprayground plumbing</li> <li>· Install sprayground controller and activator</li> <li>· Install sprayground features</li> <li>· Rough grade back of excavated areas</li> <li>· Removal and disposal of spoils</li> </ul> <p>Exclusions (By City of Celina):</p> <ul style="list-style-type: none"> <li>· Utility installation and connection(s) to be provided by others</li> <li>· All Permits needed for sprayground</li> <li>· Furnish/Install sprayground gravel base</li> <li>· 6" thick for sprayground</li> <li>· 4" thick for surrounding surfaces</li> <li>· Furnish/Install sprayground concrete deck (4,000 psi AE)</li> <li>· 6" thick for sprayground</li> <li>· 4" thick for surrounding surfaces</li> <li>· All electrical to site to be provided by others to include panel</li> <li>· All utilities including water, storm, and sewer to be provided to site by others</li> <li>· Potable water with Backflow to site</li> <li>· 1"-2" Backflow Preventer Required, not included, to be provided by others</li> <li>· 120v/20a Electrical GFCI circuit to be provided to Controller by others to site</li> <li>· Final Grade and landscaping by others</li> <li>· All fencing to be provided by others</li> <li>· It is assumed that the shower facility at the pool is recognized by O.D.H. for sprayground.</li> </ul>



# Warranty Statement

## Warranty

Fountain People shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People for repair or replacement without a factory issued RMA (Return Material Authorization).

## Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

**Structural Pipe:** Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

**Finish Coating:** Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

**ColorCast™ Accents:** Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

**Nozzles:** Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

**Polyurethane Components (including Fun Forms™)** shall be warranted for a period of 2 Years.

**Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components** shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

**UV Disinfection Units Manufactured by ETS/ATG UV** (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

## Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People. Fountain People will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.



## Terms & Conditions

1. TERMS AND CONDITIONS, which follow, shall constitute the entire sales agreement between the parties. Any contrary or additional terms and conditions submitted by the purchaser shall be null and void unless specifically acknowledged in writing by Fountain People, Inc. (FPI) at the time of order acceptance.
2. PURCHASE ORDERS must be submitted in writing and be signed by an authorized representative of the purchaser. Purchase orders must be made out to "Fountain People, Inc." – not to our agent or any other party. All purchase orders must reference a specific "Equipment List" or equipment by catalog number. No purchase order will be accepted which references equipment "per Plans and Specifications".
3. ACCEPTANCE OF ORDERS takes place only when the order is acknowledged in writing by Fountain People, Inc. FPI reserves the right to reject any order.
4. PRICES are firm for 90 days from date quoted unless otherwise stated in writing. Prices on accepted purchase orders will be firm for six months from date of order. Orders not released within six months will be billed at price in effect at time of shipment.
5. SALES TAXES: (Customer) is solely responsible for prompt payment of any and all Taxes to the appropriate tax authority. Fountain People, Inc. shall not be liable for any of (Customer) income taxes, franchise tax or similar tax measured by (Customer) gross income or any business and operating licenses, fees and permits imposed upon (Customer) business operations. FPI shall not be liable to (Customer) for any employment related tax, fee, or charge. FPI will collect Sales and Use Taxes in the following states as applicable: Alabama, Arizona, Arkansas, California, Florida, Kansas, North Carolina, Pennsylvania, and Texas. Quoted prices do not include sales tax amount, which will be added at time of invoicing.
6. TERMS OF PAYMENT FOR DOMESTIC SHIPMENTS may vary depending on the degree of custom fabrication in the purchased equipment and the credit history of the purchaser. Standard payment terms are 50% deposit, with balance due upon shipment.
7. TERMS OF PAYMENT FOR INTERNATIONAL SHIPMENTS: Fountain People, Inc. will accept 50% cash deposit, with the balance due prior to shipment. In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed at the FPI manufacturing facility for the purpose of payment.
8. A service charge of 1.5% per month will be added to all invoices not paid within terms. Delinquent accounts will be subject to credit hold, stop notices, lien filings, or litigation, as necessary.
9. RETENTIONS: Fountain People, Inc. is a material supplier, not a contractor and, as such, will not accept retention of payment in any form. As a corporation, FPI is required by law to report income directly to the IRS, are not bound by IRS Code 6109, and therefore should not receive 1099s, nor should payments be withheld on this premise.
10. MATERIAL LIENS: As a vendor, supplier, and material manufacturer, Fountain People, Inc. does not waive any right to lien or other security interest. Purchaser shall agree to furnish upon request all information required to complete such lien or security interest. Conditional and unconditional waivers shall be furnished to purchaser upon request and when appropriate.
11. DELIVERY will be made via common carrier. Fountain People, Inc. assumes no liability associated with shipping delays resulting from causes beyond its control. All shipments will be made FOB, San Marcos, Texas. Requests by the purchaser for air freight shipments or other special handling will be billed to the purchaser.
12. RETURNS will not be accepted unless accompanied by a Return Material Authorization (RMA). Requests to return material must contain the original invoice number and the reason for return. Returned material will be inspected upon receipt to determine condition. Approved warranty returns will be credited to purchase within 30 days of receipt. Materials returned new and unused will be subject to a minimum 40% restocking charge. No credit will be issued for any modified, custom, or discontinued items. All freight for return items will be at purchaser's expense. No freight collect shipments will be accepted.
13. CANCELLATIONS made after orders are released for fabrication and shipment will be subject to a cancellation charge. Custom fabricated items may not be canceled and must be paid in full even if refused.
14. FOUNTAIN SYSTEMS AND COMPONENT WARRANTY: Fountain People, Inc. shall warrant all properly installed and maintained equipment (except lamps) for a period of one year from date of shipment. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. FPI, at its option, shall replace or repair any materials, components, or workmanship found to be defective within the warranty period when returned to

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the factory freight prepaid. No component may be returned to FPI for repair or replacement without an approved return material authorization.

15. This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to facilitate fountain repairs. FPI shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by FPI. Fountain People, Inc. will not accept liability for consequential loss or liquidated damages in connection with this order.
16. No other warranty, expressed or implied, including the warranties of merchantability exists beyond that included in this statement. In the event of any conflict between the terms and conditions contained herein and any terms and/or conditions contained within the agreement or purchase order, these terms and conditions contained shall supersede and prevail.