

# PROPOSAL

FIRE FACILITIES INC.

314 WILBURN ROAD  
SUN PRAIRIE, WI 53590-9401



"ASK BEFORE YOU BUY" - THE ONLY MAJOR STEEL FIRE TRAINING TOWER MANUFACTURED IN THE UNITED STATES



<b>To:</b> Chief Paul Cole Coastside Fire District/CAL FIRE  Proposal # 4752	<b>From:</b> Shelley Mertig Inside Sales Representative for Steven Harms, Regional Manager	<b>Date:</b> August 16, 2016 <b>Phone:</b> 1-800-929-3726 or (608) 327-4100 <b>Fax:</b> 1-866-639-7012 or (608) 834-1843 <b>E-mail:</b> smertig@firefacilities.com
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## Remarks:

This proposal is regarding the price requested for Half Moon Bay, CA.  
The total estimated weight for these materials is 242,887.53 lbs.  
The total price for this fire tower or parts, F.O.B. destination is \$534,638.00 as described below: \* See tax note below  
Freight: \$50,397.00

Freight + Material Price: \$585,035.00

- Custom Painted Wesco Model WT-4 (Commissioner)
- Galvanized Stair/Stair Accessories
- (4) Forged Swivel Rappelling Anchors (5000 lb - OSHA Rated)
- (1) Brass Siamese Fire Dept. Conn. (NST Thread) With Galv. 4" Dia. Riser (Approx. 44 ft. high)
- (3) Sprinkler system(s), 2-head
- (1) Fan/Belt Driven Sidewall Exhauster (Standard - One speed, Single phase 240 Volt 60 Hz)
- Artificial Smoke Distr. System, 6 outlets (Includes two cabinets, 115 V 60 Hz blower, gate valves, and 3" dia. schedule 40 pvc pipe)
- Smoke Generator (Output of 7,600 cfm) - 240 Volt 50/60 Hz; Includes 4 Gallons of Oil Based Fluid
- (10) Movable/Sliding Galv. Partition Panels (3'-7" Wide) For Maze System
- (1) Movable/Sliding Galv. Partition Panels (3'-7" Wide) With Working Door For Maze System
- (2) 10'-6" Long Ladder Hook Bar(s)
- (3) 3'-0" x 3'-0" Bilco Floor Door(s)
- (3) Burn Crib(s) - 12 Ga. Galv. Steel Class A Burn Prop (49" x 49" x 6" High)
- Perimeter Roof Railing on Residence Gabled Roof
- Perimeter Roof Railing on Tower Roof in lieu of Parapet wall
- Cantilevered Helicopter Skid Simulator, 5'-11" x 6'
- Single Run Firefighter Combat Challenge Stair Tower
- Cantilevered Balconies on each Upper Floor of the Tower
- 40 ft High Ladder to Roof
- Novabrik - Motarless Brick Siding For West Side of Exterior Only

## Exceptions:

Foundation Design By Others Due to High Seismic Requirements

Note #1: This fire training simulator shall be classified as a nonbuilding structure for structural design (i.e., seismic resisting system, load interpretation, etc.) and as an unoccupied structure for life/fire/safety. The price above reflects these stipulations and must be approved by local plan reviewer before design work can begin.

Note #2: Ladders that are not caged and have runs longer than 30 ft do not meet OSHA standards. Resolution of this discrepancy is the customer's responsibility.

Per Drawings Revised August 16, 2016

Ship date is 10-14 weeks upon receipt of signed contract. 30% down payment, balance due in full 30 days from ship date. Prices quoted in U.S. Dollars.

Prices include the design, materials, fabrication, and freight only - foundation and erection labor prices only if shown.

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Applicable taxes may need to be added based on location. Prices effective 60 days from date of this proposal.

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14. Delivery Schedule. The shipping date shall be arranged between the parties pursuant to a Shipping Schedule Notification to be provided by the Seller. Said Notification must be acknowledged and accepted in writing by Buyer in order for Buyer's goods to be placed in the Seller's manufacturing production schedule.
15. Inspection Upon Delivery. Buyer or Buyer's designated representative shall assume full responsibility for immediate inspection of each delivery. Shortages and damaged materials claims must be reported to the Seller within forty-eight (48) hours of delivery. Liability for replacement costs reported later than specified is hereby accepted by the Buyer. A manifest (listing all materials) is provided with each shipment to assist the Buyer in the inspection.
16. Assignment. This Agreement is not assignable by Buyer and Buyer's duties hereunder are not delegable without Seller's written consent.
17. Waiver. No waiver by either party of any default under this Agreement shall be deemed a waiver of any subsequent default.
18. Notices. Any notices required to be given under this Agreement or by any applicable provision of the Uniform Commercial Code of the State of Wisconsin, or other law, shall be given to Seller at its principal place of business at 314 Wilburn Road, Sun Prairie, Wisconsin 53590, and to Buyer at addressed checked in section 27.
19. Entire Agreement.
  - a. All terms and conditions of this Agreement are specified herein, and include the terms and conditions contained in all attached schedules, specifications and drawings. This Agreement contains the entire agreement between the parties with respect to this subject matter hereof, and supercedes all prior communications, representations, or agreements between the parties, whether verbal or written, including any printed terms and conditions which may appear on Buyer's or Seller's purchase orders, invoices, or other forms to the extent such terms are different or inconsistent herewith. The rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof.
  - b. The validity, illegality or unenforceability of any one or more provisions of this Agreement shall in no way affect or impair the validity, legality or enforceability of the remaining provisions hereof which shall remain in full force and effect.
20. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin, without regard to conflicts of laws principles.
21. Acceptance. This Agreement shall not be binding until signed by Seller at its offices in Sun Prairie, Wisconsin. This Agreement is voidable, in Seller's sole discretion, if not accepted by Buyer within thirty (30) days of the date of issuance set forth on page one of this Agreement.
22. Authority. The person signing this Agreement on behalf of Buyer warrants and represents that he/she is the duly authorized agent of Buyer, entitled to sign this Agreement and to make same binding on Buyer. If so requested by Seller, Buyer shall promptly submit to Seller a certified copy of any documentation deemed by Buyer to demonstrate the authority of Buyer's agent or representative to affix his/her signature to this Agreement.
23. Cumulative Remedies. All of Seller's rights hereunder are separate and cumulative and no one of them, whether or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any other legal or equitable right which Seller may have.
24. Consent to Jurisdiction and Venue. Seller and Buyer agree that any legal or equitable action for claims, debts or obligations arising out of, or to enforce the terms of, this Agreement may be brought by Seller in the Federal District Court of Wisconsin, Western Division, or in the circuit court of Dane County, Wisconsin and that either court shall have in personam jurisdiction over the parties and venue of the action shall be appropriate in each court.

Initials                      Date



**Sale of Goods.** Seller agrees to sell and Buyer agrees to purchase the materials described below at the price provided in Section 25 hereof.

25. **Purchase Price.** The purchase price for the materials described in Section 26 hereof is

Materials	<b>\$534,638.00</b>	Concrete cover required on all upper floor decks? _____ (If yes denoted, concrete by others)
Freight	<b>\$ 50,397.00</b>	Concrete cover required on flat roof decks (not sloped)? _____ (If yes denoted, concrete by others)
Tax	<b>\$ 48,117.43</b>	<input type="checkbox"/> Tax exempt (Tax exemption certificate must be attached)
Total	<b>\$633,152.43</b>	Does price include Foundation Design? <b>NO</b>

FOB Destination (the "Purchase Price"). The stated price includes freight to Half Moon Bay, CA, the delivery site specified by Buyer herein.

26. **Description of Materials Sold.**

**Approved design per:**

<b>Drawing No. 4752</b>	<b>Dated 4/13/15</b>	<b>Page 1 of 4</b>	<b>Latest revision 8/16/16</b>
<b>Drawing No. 4752</b>	<b>Dated 4/13/15</b>	<b>Page 2 of 4</b>	<b>Latest revision 8/16/16</b>
<b>Drawing No. 4752</b>	<b>Dated 4/13/15</b>	<b>Page 3 of 4</b>	<b>Latest revision 8/16/16</b>
<b>Drawing No. 4752</b>	<b>Dated 4/13/15</b>	<b>Page 4 of 4</b>	<b>Latest revision 8/16/16</b>

**Specification for Model WT-4 Dated August 16, 2016**

**Proposal Number 4752 Dated August 16, 2016**

27. The following information must be furnished by the Buyer prior to finalizing this contract:

**Complete billing address:**

**Complete shipping address:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

Check here if this address is to be used for notification

Check here if this address is to be used for notification

**Building color:** \_\_\_\_\_ (see FFI Color Options)

**Window and door trim color:** \_\_\_\_\_ (see FFI Color Options)

**Exterior doors, other than burn rooms:** Please check one color Bronze \_\_\_\_\_ White \_\_\_\_\_

**Note:** Burn room doors and all shutters are Galvanized Steel.

**Requested shipping date:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth on page one.

**[BUYER]**

**By:**

**Date signed by Buyer:**

\_\_\_\_\_

**Please Print:**

**Title:**

Duly Authorized Representative of Buyer

**FIRE FACILITIES, INC.**

**By:**

\_\_\_\_\_

**Date signed by Seller:**

\_\_\_\_\_

**Please Print:**

**Title:**

Duly Authorized Representative of Seller

