

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



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

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.

1 of 1



SALE CONTRACT - STRUCTURE

This Agreement is entered into on **August 18, 2016**, at Sun Prairie, Wisconsin, by and between Fire Facilities Inc., a Wisconsin corporation, with its principal place of business at 314 Wilburn Road, Sun Prairie, Wisconsin, 53590 (hereinafter "Seller") and **Coastside Fire District/CAL FIRE**, with its principal place of business at **1191 Main Street, Half Moon Bay, CA, 94019** (hereinafter "Buyer").

In consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows: The terms of payment for the purchase price of the materials portion are paid in full Net 30 days from date of shipment. Seller reserves the right to restrict the terms of payment or to require payment prior to time of shipment if, in the Seller's opinion, Buyer's financial conditions or other circumstances do not warrant shipment on the terms specified in the previous sentence.

1. **Increase in Price.** (a) All prices are delivered prices based upon freight rates in effect on the date of this Agreement, and, in the event the Buyer delays the shipment from the agreed upon ship date, any increase or decrease in freight rates at time of shipment shall be adjusted between the parties. The Purchase Price shall be increased or decreased to the extent of the actual difference in the cost of transportation. (b) In the event the Buyer delays the shipment from the agreed upon ship date and there is an increase in the price of steel prior to the date on which the materials described in Section 26 are fabricated, the Purchase Price shall be increased to the extent of the actual difference in Seller's cost of steel. Notwithstanding the foregoing sentences, the Purchase Price specified in Section 25 is a firm price for a period not to exceed 30 days past the agreed upon date of shipment.
2. **Delivery.** Production and delivery of the materials specified in this Sales Contract will be scheduled on Buyer confirmation that their building site will be adequately prepared, including installation of a cured foundation, and that the building package erector will be available to begin erecting the building package. Seller shall not be responsible for damage to materials due to delays in erecting the materials package. Seller shall not be liable for any failure to deliver, if failure has been occasioned by fire, embargo, strike, differences with workers, failure to secure materials from the usual source of supply, or any other circumstances beyond Seller's control which shall prevent Seller from making the delivery contemplated hereby in the normal and usual course of its business. Seller is not, however, thereby relieved from making shipment or Buyer from accepting delivery at the price specified by this Agreement when the causes interfering with delivery shall have been removed.
3. **Taxes.** Except as otherwise provided in this Agreement, the Purchase Price includes all applicable federal, state, and local taxes in effect on the effective date of this Agreement. In the case of new taxes or increased rates or the repeal of taxes or the reduction of rates, from the time of order the Purchase Price shall be adjusted accordingly at the time of shipment.
4. **Exclusions from Agreement.** Buyer acknowledges and agrees that this Agreement is solely for the sale and purchase of the materials described in Section 26 and that this Agreement and the Purchase Price do not include the following:
 - a. Electrical design and engineering responsibilities;
 - b. Erection or installation of the materials being purchased by Buyer pursuant hereto;
 - c. Slabs, foundations, or any site work necessary to prepare Buyer's site for erection of the materials being purchased pursuant hereto;
 - d. Anchors or other materials required to secure the completed structure to the foundation;
 - e. Material or design changes required if the soils conditions are found to be worse than Site Class D;
 - f. Any certificates, permits or approvals required by applicable law
 - g. Inspections or special inspections required during or after construction.
 - h. Any required site engineering responsibilities. Fire Facilities does not assume design professional in responsible charge duties.

Initials Date

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5. Financial Responsibility. Prior to Seller's acceptance of this Agreement, Buyer shall submit to Seller a copy of Buyer's credit application showing proof of financial responsibility acceptable to Seller or a Municipal or State purchase order.
6. Seller's Lien Rights. Buyer hereby acknowledges and agrees that Seller, and others furnishing labor or materials related to this Agreement, will, pursuant to proper notice, take any and all steps necessary to assert lien rights as required by applicable state law. Buyer is advised to give Buyer's lender a copy of this Agreement and all notices received pursuant to this Section 6.
7. Collection Costs. If the Seller files a lien or Buyer defaults in payment hereunder, Buyer shall reimburse Seller in addition to any other sums due hereunder, the costs of Seller's attorneys, including their staff, costs and necessary disbursements involved in any proceeding to enforce Seller's rights under this Agreement, together with interest at 12% per annum, or the highest legal rate if less than 12% per annum, regardless of any claims of offset by Buyer.
8. Supplementary Information. Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in this Agreement (including any such material attached to this Agreement) shall be deemed to be incorporated herein by reference as if fully set forth. Seller shall at all times have title to all drawings and specifications furnished by it.
9. Modification to Drawings/Specifications. By execution of this Agreement, Buyer hereby accepts and approves the plans and specifications described in Section 26 together with any supplementary materials contemplated by Section 8 above. Any modification to the drawings or specifications described in this Agreement and in Section 8 above, shall be confirmed in writing and signed by both parties. Any such modification shall specify any additional costs involved and said costs shall be borne by Buyer. Seller shall have no responsibility for additions, alterations, or deletions to the approved plans supplied by Seller to Buyer. Any such additions, alterations or deletions to the approved plans provided by Seller shall void any limited warranties otherwise provided in this Agreement.
10. Limited Warranty. Seller warrants and represents that all materials described herein shall be free of defects in material and workmanship for a period of one year from the date of shipment, reasonable wear and tear excepted. The Westec Insulation System is covered by a fifteen (15) year limited warranty. **THESE WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY AND ALL WARRANTIES EXPRESS AND IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS. THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS AGREEMENT MADE BY SELLER OR RELIED UPON BY BUYER.**
11. Remedy Limitations. Buyer's exclusive remedy in the event that any of the materials do not conform to the Limited Warranty set forth in Section 10 above shall be the repair or replacement of any nonconforming materials. Buyer expressly waives its rights to any special, consequential or incidental damages.
12. Cancellation, Rescheduling and Storage Charge. Upon Seller's receipt of the required credit approval, activating production of the materials covered by this Agreement and the requirements of Section 2 above, a firm production schedule will be established. Buyer caused shipment delays beyond the confirmed shipping date will require payment of the materials portion of the contract price on the original shipping date and payment of trailer demurrage and other storage costs incurred by the Seller due to the delay. Cancellation of this Agreement in whole or in part within the period of five (5) weeks prior to the scheduled shipment date shall subject Buyer to Seller's actual cancellation expense and restocking charge.
13. Risk of Loss. The risk of loss to the materials described herein shall pass to Buyer when Buyer's agent, in any manner, assumes control of any shipment of materials designated by Seller as supplied under this Agreement, which date shall normally be the date the materials are loaded on a common carrier at Seller's designated manufacturing facility in Sun Prairie, Wisconsin. Buyer shall obtain and pay for all costs for insurance from the time that risk of loss passes to it as provided in this Section 13.

Initials Date

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

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:

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

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

REVISED	by
UPD 7113 CM 7/18/2015	KAM
UPD 7113 CM 7/18/2015	DAM
UPD 7113 CM 7/18/2015	SPW
UPD 7113 CM 7/18/2015	SPW
UPD 7113 CM 7/18/2015	DAM
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