



## **FORSTER PUMP & WELL**

A Division of Arolo Company, Inc.

**Water Systems-Wells-Tanks-Electrical**

424 Payran Street, Suite A, Petaluma, CA 94952

(707) 762-4028 FAX (707) 765-1601

License Number 242168

**DATE: 5-8-25**

**ESTIMATE: #12324F**

**ESTIMATE SUBMITTED TO:**

**Firehouse Community Park Agency**

**PO Box 461                      210-478-0176**

**Bolinas, CA 94924      [scottkallsen@mac.com](mailto:scottkallsen@mac.com)**

**JOB LOCATION: Down Town Park**

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

Forster will start by disconnecting plumbing and electrical from booster pump and removing from storage tank. Drain tank with trash pump till empty. Set up confined space equipment. Pressure wash storage tank top to bottom and vacuum out sludge. Repeat till clean. Spray peroxide inside storage tanks on wall and floor. Start filling storage tank with water.

Install new booster pump and motor on new flex hose. Install flow sleeve over pump and motor. Install stainless steel tank adapter at top of tank. Install new camlock system for quick connect. Plumb discharge plumbing of tank adapter to discharge PVC Plumbing. Connect sub cable to wire with splice kit. Install new floats in storage tank and splice together. Install new bladder tank and bladder tank bracket. Turn system on and test for proper operation.

**SYSTEM COMES COMPLETE WITH THE FOLLOWING:**

1- 1.5HP 230V 3PH Motor  
1- 1.5HP 25GPM Pump End  
1- 1 ¼ Stainless Steel Tank Adapter  
1- 1 ¼ Female Cam x Male Barb  
1- 1 ¼ Male Cam x Male Thread  
8' 1 ¼ Rd Discharge Hose  
2- 1 ¼ Brass 90  
1- 1 ¼ Brass King Nipple  
2- 1 ¼ x 3 Brass Nipple  
1- 1 ¼ x 12 Sch80 Nipple  
1- 1 ½ x 1 ¼ Sch80 Bushing SxS  
1- 1 ½ Sch80 Coupler  
1- 1 ½ Sch80 90  
1- 1 ½ Sch80 Ball Valve  
2' 1 ½ Sch80 Pipe  
5' 5" Sch40 Pipe  
1- 5" Sch40 Cap  
10' #12 Sub Cable  
5- #12 Splice Kit

80' #12 THHN Wire  
4- Floats  
1- ¾ Brass Ball Valve  
1- WX-104  
1- Bladder Tank Bracket W/ Strap  
1- Pressure Tank Plumbing  
1- Trash Pump  
1- Vac Trailer  
1- Confined Space  
1- Dump Fee

APPROXIMATE PRICE TO FURNISH MATERIAL, TAX, FREIGHT, AND LABOR COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF:

Thirteen Thousand Five Hundred Seventy-Five Dollars 00/100	\$13,575.00
Breakdown	
Booster Pump, Motor, Plumbing & Electrical	\$9,450.00
Tank Cleaning	\$4,125.00

**BID ESTIMATE EXCLUDES:**

Anything else not mentioned above.

The above price is based on the information and or specifications we have at the time of this proposal. Any payment with a credit card will be charged a convenience fee of 3.5%. Your signature indicates acceptance of this proposal as such, and also indicates you agree to be bound by the Terms and Conditions attached hereto.

Submitted by: Justin Adiego Date 5-8-25

Signature \_\_\_\_\_ Date \_\_\_\_\_

***NOTE: THIS ESTIMATE MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN TWO (2) DAYS DUE TO PRICE INCREASES IN MATERIAL.***



DBA FORSTER PUMP & WELL  
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## TERMS & CONDITIONS

Set forth below are the terms and conditions of this Contract, unless different and additional ones are stated or referenced elsewhere in this Contract. Additional or conflicting terms and conditions in Customer's confirmation hereof are expressly rejected and are excluded from the contract offered. In the absence of written acceptance by Customer of this Contract, commencement of performance by Customer shall be deemed acceptance of these terms and conditions.

1. **Agreement to Contract** - Customer's receipt of goods products, parts, tools, materials, or equipment or commencement of services shall be deemed an effective mode of acceptance of Arolo's offer to sell on the express terms and conditions contained in this Contract. If this Contract shall be deemed an acceptance of a prior offer by Customer, such acceptance is limited to the express terms contained in this Contract. Any Proposal for additional or different terms or any attempt by Customer to vary in any manner or degree any terms of this offer in Customer's acceptance is hereby rejected. Such Counter-Proposal by Customer shall not operate as a termination of this Contract unless such variances in the Counter-Proposal are in the terms of the description, quantity, price, or delivery schedule of the goods or services. Any other terms shall be deemed a material alteration thereof, and the terms of this Contract shall be deemed accepted by Customer without said additional or different terms. Arolo's failure to object to terms contained in any communication from Customer will not be construed as a waiver of the terms set forth in this Contract.
2. **Price** - All prices shall be as stated on the face of this Contract or as increased due to delay caused by Customer or by a Change Order. Unless otherwise provided in this Contract, the price includes, and Customer shall pay, all federal, state and local excise, sales, use, transfer or other taxes in connection with the sale or delivery of the products to Customer.
3. **Notice** - Unless Customer receives written notice to the contrary, Customer shall be entitled to deal only with the issuer of this Contract, except as may otherwise be specified with respect to billing and payments under the Contract. Any notice or other communication given or furnished, or any action taken by Arolo making reference to this Contract and given, furnished or taken in accordance herewith, shall be deemed to be notice given or communication furnished or action taken by Arolo.
4. **Payment** - Customer shall pay each invoice or provide written notice of objections within 10 days of the later of receipt of invoice or acceptance of the goods or services. Customer and Arolo shall negotiate in good faith to resolve any dispute with respect to any notice of objections, within 30 days of Customer's receipt of such notice.



5. **Shipment** - All products shall be packaged, marked and otherwise prepared for shipment by Arolo in suitable containers in accordance with sound commercial practices. Arolo shall mark on containers all necessary handling, loading and shipping instructions. An itemized packing list shall be included with each shipment. Customer shall pay all costs of packaging, transportation and insurance in delivering the products to the location identified by Customer in the delivery information specified in this Contract.
6. **Delivery** - Time and place of delivery are of the essence in the performance of this Contract. Any provision for delivery in installments shall not be construed as making the obligations of Customer severable. If delivery cannot be made at the specified time and place, Arolo shall promptly notify Customer of the earliest possible date for conforming delivery. Customer's receipt or acceptance of all or part of a nonconforming delivery shall constitute a waiver of any claim, right or remedy Customer may have under this Contract or under applicable law.
7. **Customer Inspection** - Customer may, at its option, inspect and test all products at reasonable times before, during and after manufacture. If any inspection or test is made on Arolo's premises, Arolo shall provide reasonable facilities and assistance for the safety and convenience of Customer's inspectors in such manner as shall not unreasonably hinder or delay Arolo's performance. All products shall be received subject to Customer's inspection, testing, approval and acceptance at Customer's premises, notwithstanding any inspection or testing at Arolo's premises or any prior payment for such products. All products or services shall be finally inspected and either accepted or rejected by Customer within 14 days after delivery or performance, as applicable. Customer shall make all claims (including claims for shortages, but excluding claims pursuant to the warranty provisions set forth in this Contract) by written notice to Arolo sent within such 10-day period. Once products or services have been accepted hereunder, such acceptance may not be revoked. Customer's remedies for defects shall be in accordance with the warranty provisions of this Contract. Customer shall obtain written shipping instructions from Arolo for the return of any product, which instructions will not be withheld or delayed.
8. **Change Order** - Customer has the right to require Arolo to make changes or additions ("Changes") to the goods or services that are of the character of the goods or services ordered hereunder to the extent such Changes are within the general expertise of Arolo. All Changes shall be effective only upon Arolo's issuance of a written change order. If any such change causes any increase or decrease in Customer's cost or the time for performance, an equitable adjustment shall be made to the price or delivery schedule, or both. Any claim by Customer for adjustment under this Section shall be deemed waived unless made in writing within 10 days after receipt of written notice of the Change. Nothing contained in this Section shall excuse Customer from diligently proceeding with the order as changed by the Change order.
9. **Specifications and Drawings** - Approval of Arolo's specifications, designs, plans, drawings or procedures ("Plans") by the Customer shall in no way reduce or modify the obligation to meet the requirements of this Proposal. Except if, and to the extent, Customer may require Arolo to alter the Plans, Customer's approval of such Plans shall obligate Customer to perform in accordance with the Plans.



10. **Insurance** - Each party shall indemnify and hold the other party, its officers, employees, agents and affiliates harmless from and against any and all claims, liability, damages, losses, fines, penalties, actions or proceedings, costs and expenses of every type whatsoever (including without limitation, injury to employees, agents, contractors, subcontractors, or those under the indemnifying party's control, attorneys' fees and expenses and costs of litigation) arising from or in any way related the breach or alleged breach or alleged breach of any representation, warranty or agreement made by the indemnifying party in this Contract or the indemnifying party's negligent, reckless or willful misconduct in performing its obligations under this Contract or the indemnifying party's negligent, reckless or willful misconduct in performing its obligations under this Contract. Customer shall obtain, and maintain at its expense, insurance of the type and in the amounts specified on the face of this Contract. In the absence of such specification, Customer shall obtain and maintain at its expense, such insurance as will insure the provisions of this Section, including, without limitation, claims for products liability and workers compensation. Customer shall provide Arolo with written evidence of such insurance upon request.
11. **Conformance with Law** - Customer acknowledges and agrees that all specifications, drawings, diagrams, schematics, sketches, models, samples, designs, technical information or data, written, oral or otherwise furnished by Arolo or on Arolo's behalf, that are not in the public domain or otherwise available to Customer through no breach of any obligation of confidentiality, are and shall remain Arolo's sole and exclusive property, and shall be returned promptly to Arolo or its designee (together with all copies) upon the earlier of Arolo's request or the termination or completion of this Contract.
12. **Independent Contractor** - Customer, its agents, subcontractors, employees, and those under its control shall perform all activities under this Contract as independent contractors and shall not be deemed to be employees or agents of Arolo for any purpose whatsoever. No act or order of Arolo relating to this Contract shall be deemed to be the exercise of supervision or control of the performance of services under this Contract. None of the other benefits provided by Arolo to its own employees, including but not limited to workers' compensation, unemployment insurance, health insurance, and pensions are available from Arolo to Customer, its agents, employees, subcontractors, or those under its control. Customer shall at all times be responsible for its acts or omissions and those of its employees, subcontractors, and those under its control.
13. **Site Rules** - Customer shall comply with Arolo's safety and site rules during the term of this Contract to the extent that performance of this Contract requires Customer's presence at Arolo's facilities or at sites under Arolo's employees, agents, contractors and subcontractors and to minimize disruption to Arolo's operations. All persons employed by Customer, its agents, subcontractors, or under its control ("Workers") shall be instructed in and familiar with safety and health rules and regulations applicable to the work. Customer shall have sole responsibility to see that all Workers are so informed and that safety and health practices are followed. All Workers shall fully comply with all federal, state and local safety and health rules and regulations. When performing work in close proximity to Arolo's employees, Arolo's safety and health rules shall apply.



14. **Termination** - If Customer fails to perform or breaches in any material respect any term of this Contract, Arolo shall have the right to terminate this Contract whole or in part upon fourteen (14) days written notice to Customer. If Arolo terminates this Contract as set forth above, Arolo shall not be liable to Customer for any sums regardless of whether Customer has incurred costs and expenses in attempting to fulfill this Contract.
15. **Termination for Convenience** - Arolo may terminate this Contract for convenience for any reason. Arolo shall give written notice of such termination to Customer specifying the effective date of such termination. Customer shall settle the liabilities and claims arising out of the termination of subcontracts and orders. Upon Arolo's request, Arolo shall transfer the title and deliver to Customer any completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights of Customer. Upon such termination, Customer shall pay Arolo the cancellation charge specified on the face of this Contract, or in its absence, a percentage of the price under this Contract equal to the percentage of the work completed or goods supplied up to the date of termination; less the direct costs of Customer (excluding profit and after giving effect to Customer's best efforts to mitigate costs) of cancellation.
16. **Cooperation and Confidentiality** - Customer shall provide, without restriction on, use, all information necessary to install, operate, maintain, and repair the goods provided under this Contract. Arolo shall own the copyright to any copyrightable works prepared for and delivered to Customer as part of the performance of this Contract. Customer's personnel having access to Arolo's information systems shall abide by Arolo's information security rules.
17. **Warranty** - In addition to any other express or implied warranties, Arolo warrants that (i) all products delivered hereunder will be merchantable, of the grade and quality specified, will conform to all samples, drawings, descriptions and specifications furnished, and will be free of liens and encumbrances and (ii) all services, when performed, will be of good quality and performed in a workmanlike manner in accordance with industry standards. Upon Customer's submission of a claim for breach of the foregoing warranties, together with a reasonably detailed explanation of such breach, Arolo shall, at its option (i) either repair or replace the nonconforming product or correct or reperform the nonconforming services, as applicable, or (ii) refund the purchase price attributable to such nonconforming products or services. Arolo shall be liable for the cost of repair of materials, but not for any removal, installation, or unauthorized warranty work. Repair or replacement of products, or correction or reperformance of services, or refund of the purchase price shall be Arolo's only obligation and the sole and exclusive remedy of Customer in the event of a failure to conform to the foregoing warranties.
18. **Waiver** - No waiver by either party of any of its rights for a particular event of default by the other shall be deemed to be a waiver of any other event of default or of any other rights or remedies under this Contract. Customer's acceptance of different or nonconforming goods shall be construed as a waiver of any of Customer's rights or remedies under this Contract or under the applicable law.
19. **Assignment** - Customer shall not assign, delegate or subcontract this Contract or any part thereof without Arolo's prior written consent. Arolo may assign its rights under this Contract without the consent of Customer.

20. **Conformity with Law** - Customer shall comply with all applicable governmental laws, ordinances, codes, rules, regulations and orders in the performance of this Contract. At Arolo's request, Customer shall provide appropriate certificates of compliance. Customer shall obtain all permits or licenses required in connection with the installation of the products ordered hereby.
21. **Priority of Documents** - In the event of conflict among documents referred to in this Contract, the order of priority shall be: 1) the terms appearing on the face of this Contract; 2) any special conditions supplied by Arolo; 3) these Contract Terms and Conditions; 4) Arolo's technical specifications; 5) any drawings supplied by Arolo; 6) any remaining documents referred to on the face of this Contract.
22. **Risk of Loss** - Unless otherwise specified by Arolo, risk of loss for all goods provided pursuant to this Contract shall pass to Customer when such goods are put into the hands of a common carrier for delivery pursuant to this Contract.
23. **Applicable Law** - The validity, construction, interpretation and performance of this Contract shall be governed in all respects by the laws of the State of California in any action to enforce this Contract.
24. **Attorney's Fees** - In the event of any dispute relating to this contract, the prevailing party shall be entitled to recover attorneys' fees and legal expenses from the other party.
25. **Limitation of Liability** - THE LIABILITY OF AROLO UNDER THIS CONTRACT OR WITH RESPECT TO ANY PRODUCTS SUPPLIED OR SERVICES PERFORMED PURSUANT TO THIS PROPOSAL, WHETHER IN CONTRACT, IN TORT, IN STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER WITH RESPECT THERETO. IN NO EVENT WILL EITHER PARTY BE LIABLE IN CONTRACT, IN TORT, IN STRICT LIABILITY OR OTHERWISE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUES, LOSS OF USE, NON-OPERATION OR INCREASED EXPENSE OF OPERATION OF EQUIPMENT, COST OF CAPITAL, OR CLAIMS OF CUSTOMERS OF CUSTOMER FOR FAILURE OR DELAY IN ACHIEVING ANTICIPATED PROFITS OR PRODUCTS.

