

Derrick Winston | Asst. Superintendent  
Fleet & Facilities Maintenance  
City of Aurora  
720 N. Broadway  
Aurora, IL 60505  
(630) 256-3650 (Office)  
(630) 256-3689 (Fax)

**RE: TANK TOP UPGRADES AT 75 N BROADWAY – FIRE DEPARTMENT**

- IL OSFM permitting for tank top upgrades
- Break out concrete from over 2 underground storage tanks – Roughly 24’ X 12’ area
- Haul off and dispose of removed concrete
- Excavate to tank top around fill and interstice risers
- Remove fill and interstice risers including spill buckets and overflow drop tube – Over fill drop tubes to be set aside for re-use
- Supply and install new fill and interstice risers – New risers to be coated with dielectric material to help reduce future corrosion
- Supply and install new 5 gallon below grade spill buckets for each tank
- Re-install existing overflow drop tubes
- Backfill excavation
- Supply and set (2) 42” composite manholes, (2) 18” spill bucket manholes (1) interstice manhole and (1) monitoring well manhole.
- Resurface with 8” concrete re-enforced with fiber mesh
- Broom clean work area.

**TOTAL COST = \$22,380**

**ALTERNATE CONCRETE WORK**

**Alternate #1**

- Break out, haul off and dispose of 12’ X 14’ concrete area in front of fuel dispenser
- Resurface 12’ X 14’ area with concrete re-enforce with fiber mesh

**TOTAL COST FOR ALTERNATE #1 = \$2,890**

**Alternate #2**

- Break out roughly 10’ X 9’ area where dispenser and fuel management system sits including curb.
- Resurface 10’ X 9’ area including new curb – all concrete re-enforced with fiber mesh
- Cost assumes that dispenser and fuel management system are being replaced, so they will not need to be removed only for concrete replacement.

**TOTAL COST FOR ALTERNATE #2 = \$3,685**

**RE: SUPPLY AND INSTALL NEW DUAL HOSE/DUAL PRODUCT DISPENSER**

- Remove and dispose of existing dispenser
- Supply and set new dual hose/dual product electronic dispenser with painted doors and cabinet
- Make all piping and electrical connections to new dispenser
- Supply and install new hanging hardware including hoses, nozzles, break aways and swivels
- Supply and install Wayne Hose mast with new dispenser to keep hoses off the ground
- Start up new dispenser and check for proper operation

**TOTAL COST FOR NEW DISPENSER = \$13,715**

**RE: SUPPLY AND INSTALL NEW FUELMASTER FUEL MANAGEMENT SYSTEM**

- Remove and dispose of existing Petrovend fuel management system
- Supply and set new FuelMaster 3505 Plus Prokee Master fuel management system
- Make all necessary electrical connections
- Start up new system and make sure of proper operation
- Provide training as needed to site personal

**TOTAL COST FOR NEW FUELMASTER SYSTEM = \$10,940** (Cost includes 10% discount on material via Sourcewell program)

**COST DO NOT INCLUDE**

- Local permitting
- Dewatering of excavation, if ground water is found to be above work area, water would need to be pumped down at an additional cost
- Any asphalt repairs
- Any new Prokee or Prokee encoder for new FuelMaster fuel management system
- Stainless steel door or cabinet for new dispenser. New stainless steel doors and cabinet can be included for an addition cost of \$995.

**General Notes**

1. Proposal is subject to the attached Terms and Conditions, however any terms and conditions detailed in the body of the proposal supersede those stated via the attachment
2. This estimate is valid for 30 days from the above date

**Payment Terms**

- Net 30 days from date on invoice

**The Following Items are Not Included in Proposal**

1. Any equipment or material not specifically listed in this proposal is excluded
2. Costs associated with unusual soil conditions; which required excavation with a slope greater than 1:1
3. Repair or replacement of underground utilities
4. Frost excavation or any costs associated with cold weather installation of concrete
5. Dewatering, storage, or disposal of water
6. Excavating, loading, handling, disposal, or backfill needed due to contaminated soil or water
7. Asphalt patching or replacement
8. Return trips due to owner equipment that is missing or defective may be billed with additional cost

Thank you for the opportunity to submit this proposal. Please call with any questions or comments.

Sincerely,

Jason Reed  
 Project Manager  
 Stenstrom Petroleum Team

Accepted by:

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Signature

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Date

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Printed Name

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Title

January 31, 2020

**PROPOSAL/AGREEMENT SUBJECT TO THE FOLLOWING:  
TERMS AND CONDITIONS**

1. Equipment will be billed on receipt and payment is due Net 10 days from date of invoices. If the merchandise is shipped to our warehouse for sake of convenience, this will also be considered delivery.
2. Prices quoted do not include freight charges unless specifically noted.
3. All prices quoted are subject to applicable taxes unless specifically noted.
4. Installation work to date will be billed at the end of each month and payment is due Net 10 days from the date of invoice. Delivery to Stenstrom Petroleum Services Group's/Seller's ("SPSG") warehouse for purposes of convenience or coordination shall be considered "delivery" for billing purposes.
5. Excavation quotations are based on normal conditions. In the event any of the following are encountered and are not shown on plans or made known to SPSG, SPSG shall not be held responsible; underground structures, cables, conduit, water, sewer or telephone lines. Under no conditions will SPSG be held responsible for cave-ins, unusual water table levels, sandy soil, contaminated soils, rocks or any other developments not encountered under normal circumstances.
6. Purchaser/Customer ("Customer") will be held responsible for providing liquid ballast for filling all underground storage tanks immediately upon setting tanks in excavation. SPSG shall not be responsible for contaminations or loss of product used for ballast. In the event tanks should float SPSG shall be held blameless. All expense for equipment, labor, and materials to reinstall tanks will be borne by Customer. The additional cost to the Customer shall be based on a time and material basis, unless other arrangements are made.
7. If, because of winter construction, it is necessary to remove frost or to protect backfill or concrete from freezing, additional expenses involved will be charged to the Customer at cost plus 15%.
8. Delivery promises are contingent upon fire, strikes, accidents or other causes beyond SPSG control. Delivery, unless otherwise stated, does not include unloading. Customer shall make a storage area available to SPSG. Any necessary relocation of equipment or installation material from the designated area will be at Customer's expense.
9. If material ordered is cancelled after production begins by the manufacturer, cancellation charges will apply as specified by the manufacturer and shall be paid by Customer.
10. To protect all parties, a mechanics lien will automatically be filed where payment is not received according to the terms of the contract.
11. SPSG warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (SPSG MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) SPSG's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages. The remedies set forth herein are exclusive, and the liability of SPSG, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of SPSG is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufacturers of such equipment, and SPSG makes no warranties whatsoever as to such equipment. Customer shall make all claims for breach of warranty to the manufacturer offering such warranty, and in the manner specified by the manufacturer of the equipment with a copy of the claim to SPSG.
12. No provision is made in this Proposal for special fees, permits, licenses, or similar expenses. If SPSG is requested to furnish same, such charges will be added to the Proposal price unless otherwise stated. Customer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in the existing facilities shall be secured and paid for by Customer.
13. Labor, materials and outside services for electrical, blacktop, landscaping, restoration, water and sewer work are not included in the Contract unless specified.
14. Quotations covering work to be accomplished in the locations where lines, wires and conduits presently exist are based upon utilizing these existing lines, wires and conduits unless so stated. Quotation based upon utilizing existing lines, wires or conduits assume that these lines, wires or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines, wires or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted prices. The extra will be charged out on a time and material basis, unless other arrangements are made.
15. Customer shall not assign this Proposal without the prior written consent of SPSG. This Proposal contains the entire agreement between the parties and there are no promises, understandings or agreements other than those contained herein. This Proposal can only be modified in writing by both parties. No prior course of dealing between the parties or trade usage may be used to interpret, limit or otherwise impair the operation of this Proposal.
16. Finance Charge. A finance charge of 12% per annum (1% per month) will be added to all amounts not paid in full within thirty (30) days from the billing date.
17. Attorney's Fees. In the event that Customer breaches any of the terms of this Agreement or fails to make any of the payments required thereunder, Customer shall pay all reasonable attorney's fees and costs incurred by SPSG relating to, or arising out of, its enforcement of the terms of this Agreement.
18. Governing Law. This Agreement and the performance thereof shall be governed by the laws of the State of Illinois.
19. Severability. In the case that any one or more of the provisions contained in this Agreement is held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision of this Agreement and the Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in it.