

Derrick Winston | Asst. Superintendent  
Fleet & Facilities Maintenance  
City of Aurora  
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**RE: AURORA FIRE DEPARTMENT #8 AST REPLACEMENT**

- Remove, clean and haul off existing diesel tank
- IL OSFM permitting for installation of new above ground fuel tank
- Supply and install new split compartment 1,000/1,000 Flameshield above ground storage tank (This tank will be a 64" diameter tank compared to the 48" diameter tank that is there now. This new tank will nicely fit on existing tank pad)
- Supply and install all necessary standard and emergency venting
- Supply and install all necessary product and safety decals
- Supply and install anti-siphon valves for each tank
- Supply and install new dual product dispenser including hanging hardware
- Supply and install new steel piping from tank tops to new dispenser
- Supply and install new FuelMaster Plus 3505 series fuel management system (Provided through Sourcewell program)
- Make all necessary piping and electrical connections at new dispensers and FuelMaster
- Start up new equipment and make sure of proper operations
- Train owner on use of new system
- Broom Clean work area

**TOTAL BUDGETARY COST = \$86,480****RE: AURORA FIRE DEPARTMENT #3 AST REPLACEMENT BUDGETARY COST**

- Remove, clean and haul off existing diesel tank
- IL OSFM permitting for installation of new above ground fuel tank
- Remove part of existing fence in order to allow for extended tank pad
- Pour extended tank pad in line with existing tank pad
- Install new bollards as needed to encompass new larger tank
- Supply and install new split compartment 1,000/1,000 Flameshield above ground storage tank
- Supply and install all necessary standard and emergency venting
- Supply and install all necessary product and safety decals
- Supply and install anti-siphon valves for each tank
- Supply and install new dual product dispenser including hanging hardware
- Supply and install new steel piping from tank tops to new dispenser
- Supply and install new FuelMaster Plus 3505 series fuel management system (Provided through Sourcewell program)
- Make all necessary piping and electrical connections at new dispensers and FuelMaster
- Start up new equipment and make sure of proper operations
- Train owner on use of new system
- Broom Clean work area
- This cost does not include supplying and installing any new fencing

**TOTAL BUDGETARY COST = \$102,180****TOTAL COST TO COMPLETE BOTH FIRE STATIONS = \$188,660**

**General Notes**

1. If payment for this project is to be made with Credit Card a 3% surcharge will be added to the total.
2. 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.
3. This estimate is valid for 30 days from the above date.

**Payment Terms**

- Net 30 days from date of invoice

**The Following Items Are Not Included In This Proposal:**

1. Any equipment or material not specifically listed.
2. Return trips for missing or defective owner supplied equipment will be billed with additional cost.
3. Local permitting
4. Any dewatering of excavations if ground water is found to be above working area
5. Any landscaping or grass seeding
6. Any repairs or replacement of unmarked utilities
7. Any repairs or replacement of existing electrical
8. Removal of existing tanks
9. Any new FuelMaster Prokees or Prokee encoder
10. Any fencing work

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

Sincerely,  
Jason Reed  
Project Manager  
Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**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 18% per annum (1 1/2% 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.

02/17/2022