

Eric Bjork
Village of Romeoville Department of Public Works
Public Works Director
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RE: INSTALLATION OF ABOVE GROUND TANK FUELING SYSTEM

- IL OSFM permitting for installation of above ground tank fueling system
- Prep for above ground storage tank pad including excavation as necessary and supply and install of 6" stone base
- Supply and install guardrail post on 8' centers
- Trench for product piping and electrical conduits
- Supply and install piping transition sump prior to installing AST tank pad
- Supply and install two fiberglass under dispenser containments
- Supply and install double wall fiberglass product piping between transition sump and two under dispenser containment sumps
- Supply and install all necessary rigid heavy wall conduits for fueling equipment at tanks and fueling island. All conduits to be run from island where site electrician is to stub up (4) 2" conduits
- Supply and install backfill for piping/electrical trenches
- Pour 40' X 14' X 12" tank pad re-enforced with road mesh
- Supply and set 4' X 56' X 13" stainless steel fuel island form
- Supply and set (2) 6" bollards at each end of fueling island (Include yellow poly bollard covers)
- Pour 70' X 30' X 8" fueling apron re-enforced with road mesh including pouring the fueling island
- Supply and set (2) 5,000 gallon UL 142 double walled above ground storage tank (8' diameter) including the following
 - All necessary standard and emergency venting
 - All necessary product and safety decals
 - 2" Remote fill piping to tank top with a 10 gallon spill containment for each tank on stands
- Supply and install (2) 1.5HP submersible pumps on top of tanks
- Supply and install 2" steel pipe off of each submersible down into transition sump to hook to underground fiberglass piping
- Supply and install 2" normally closed solenoid valve in each pipe run near the submersible pump to eliminate the possibility fuel siphoning out of the tank in the case of a pipe leak
- Supply and install (2) Wayne dual product/dual hose dispensers with the following
 - Digital displays
 - Stainless steel doors and panels
 - Pulse output to work with fuel management system
 - (2) sets of 1" hoses, swivels, break aways and nozzles for diesel fueling
 - (2) sets of 3/4" hoses, swivels, break away and nozzles for unleaded fueling
 - Pump number stickers
- Supply and install two new Petrovend PV 200 fuel island terminals (It is our understanding that customer already has new FMS 3000 site controller, chip keys and chip key encoder)
- Supply and install Veeder Root TLS4C tank gauging system including the following
 - TLS 4C console

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- Two in tank probes for level monitoring of above ground fuel tanks**
- Two tank interstitial sensors for leak detection for two tanks**
- Sump sensor in transition sump and each under dispenser sump**
- Pull power wire from panel in building out to all fueling equipment including canopy**
- Pipe and wire up to 8 canopy lights (Lights supplied and installed by others)**
- Pull communication wire from building where Veeder Root and fuel site controller are to be installed out to all tank gauge accessories and to Petrovend fuel island terminals**
- Start up and program all fueling equipment**
- Schedule required inspection with IL OSFM**
- After owner fills tank, return to purge product and check for proper operation**
- Train owner on all new fueling equipment**

TOTAL COST = \$272,675

COST DO NOT INCLUDE

- Local permitting (We will apply for it, but it is assumed cost will be waived)**
- Any engineered drawings**
- 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 canopy or canopy footing work**
- Removal of asphalt binder layer (Village to perform this work)**
- Haul off or disposal of any spoils created when prepping for AST pad or digging pipe trenches**
- Any surfacing work other than concrete specifically stated in scope of work**
- Cost assumes site electrician will have conduit stubbed into electrical panel and stubbed up at location where Veeder Root console and Petrovend site controller are to be installed**

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

- 25% down to order equipment (requested, not required)
- Invoices due 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:

Signature

Date

Printed Name

Title

November 1, 2019

**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.