



PROPOSAL

Customer

Oak Park Public Works
201 South Boulevard
Oak Park, IL 60302
Contact: Ken Crowley – Superintendent Fleet Services
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July 3, 2018

SCOPE OF WORK

Replace the existing OPW/Petro Vend fuel management system with a FuelMaster 3500 Plus series system equipped with AIM2.4 auto-ID technology. Initially, ProKees will be used for vehicles and equipment. AIM vehicle equipment and installation training will be done at a later date.

- Remove existing OPW/Petro Vend system from the fuel island.
- Supply and install a FuelMaster 3505 Plus AIM-ready fuel management system to include:
 - (2) Fuel island units (FMU) Masters with pedestals
 - RF module for AIM2.4 communications
 - ProKee readers
 - Alphanumeric keypads and 2-line displays
 - Ethernet communications boards
 - Pump control for (8) hoses
 - FuelMaster Plus software
 - ProKee encoder and (300) ProKees
- Mount the FuelMaster FMUs in the same position as the Petro Vend FITs. Reconfigure conduits as necessary to retrofit into the new pedestal. Re-use the existing FIT main power, providing any necessary junction boxes and conduit. Use existing electrical wiring from the FITs to the existing diesel, unleaded and CNG dispensers for pump control and pulsers, providing any necessary junction boxes and conduit.
- Supply and install conduit and Cat5 cable from the FMUs to the support column, then overhead into the building. Leave a 20 ft. coil of Cat5 cable inside the building at penetration. Owner to complete Cat5 installation to owner's Ethernet network.
- Work with owner's IT staff to install FuelMaster Plus software on owner's Server and one additional PC.
- Start-up, test and provide basic training on the system and software.

ASSUMPTIONS

- Owner's Server/PCs must be running Windows XP/7/8, have an available USB port for the ProKee encoder and CD-ROM drive to load new software. We will need owner's IT support for the installation and setup of the PC software and communication to the fuel site.
- No allowance has been made for repairs or upgrades to existing electrical panels, conduits and circuits beyond what is specifically described.
- Assumes all dispensers have meters equipped with pulsers. All pumps, dispensing equipment and pulsers must be operating normally.
- Does not include any local permit or contractor license fees.

PRICING

FuelMaster 3500 system equipment: \$22,230 list, NJPA price: \$20,338 (incl. shipping)

**NJPA discount of 10% applied to all FuelMaster equipment – NJPA#*

**sales tax exempt – requires tax exemption letter*

System installation total: \$5,888

**includes supply of all non-FuelMaster equipment and labor*

Project total: \$26,226

- Additional ProKees: list \$5.85 each (black, blue, green, orange, red), *NJPA price: \$5.27 each*

AIM2.4 vehicle equipment

- AIM installation training for mechanics (required): \$2995
- AIM2.4 nozzle tags: \$72/each list, *NJPA price: \$65*
- AIM2.4 kit – single tank vehicles: \$270/each list, *NJPA price: \$243 + \$4/each shipping*
- AIM2.4 kit in environmental box: \$345/each list, *NJPA price: \$310.50 + \$4/ each shipping*
- AIM2.4 dual tank kit: \$87/each list, *NJPA price: \$78*

Proposal prepared by Steve Trabilsy. Quoted prices valid for 60 days.

Accepted by:

Company/Organization Name:

Purchase Order:

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.