



PROPOSAL

Customer

Wheaton Park District
1000 Manchester Road
Wheaton, IL 60187

Contact: Angela Doromal 630-510-4979 adoromal@wheatonparks.org

November 11, 2019 (rev.1)

SCOPE OF WORK

Replace existing OPW fuel management system with a FuelMaster 2500 Plus system

- Remove existing OPW K800 FIT from the fuel island.
- Supply and install a FuelMaster 2500 Plus system with ProKee reader. Mount the FMU (Fuel Island Unit) to be located in the same position as the existing K800 FIT.
- Modify existing conduits to re-use existing main power, pump control and pulser wiring.
- Owner to install Cat5/6 cable from the pedestal at the fuel island to a network connection in the building for Ethernet communications. (The FuelMaster fuel site controller board is located in the FMU at the fuel island.) Stenstrom will terminate the cable on both ends.
- Supply and work with owner's IT staff to install FuelMaster Plus software on owner's PC/Server and to establish Ethernet communications to the FMU. System requires a static IP address. FuelMaster software webinar training is included. There is no database conversion. Owner to perform database entry of drivers and vehicles into new software.
- Supply a ProKee encoder (USB device) and 100 ProKees (specify colors).
- Configure the system, start-up and test for normal operation.

Total installed price: \$14,180 *Sourcewell/NJPA pricing

ASSUMPTIONS

- Owner's Server/PCs must be running Windows 7/8/10, 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.
- All pumps, dispensing equipment and pulsers must be operating normally.
- Does not include any local permit or contractor license fees.

Proposal prepared by Steve Trabilsy. Quoted prices valid for 30 days.

Accepted by:

Company/Organization Name:

Purchase Order:

Signature

Michael Benard
Printed Name

Date

11/20/19
Executive Director
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 SPSPG, SPSPG shall not be held responsible; underground structures, cables, conduit, water, sewer or telephone lines. Under no conditions will SPSPG 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. SPSPG shall not be responsible for contaminations or loss of product used for ballast. In the event tanks should float SPSPG 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 SPSPG control. Delivery, unless otherwise stated, does not include unloading. Customer shall make a storage area available to SPSPG. 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. SPSPG 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. (SPSPG MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) SPSPG'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 SPSPG, 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 SPSPG 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 SPSPG 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 SPSPG.
12. No provision is made in this Proposal for special fees, permits, licenses, or similar expenses. If SPSPG 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 SPSPG. 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 SPSPG 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.

~~49.~~ 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.