

METRO

TANK AND PUMP COMPANY

1111 West Dundee Road Wheeling, IL 60090-3936

Phone: (847) 465-4000 Fax: (847) 465-1864

WEBSITE: WWW.METROTANK.COM EMAIL: INFO@METROTANK.COM

Mr. Jay Dahlberg
DuPage County
7900 S. Route 53
Woodridge, IL 60517

October 25, 2023

Dear Mr. Dahlberg:

METRO Tank & Pump Company is pleased to provide our proposal pertaining to the underground storage tank fuel system at your **DuPage WWTP, Woodridge, IL** location.

All work will be performed in compliance with the most current guidelines of the **Office of the Illinois State Fire Marshal, OSHA**, and the **I.E.P.A.**

Dispenser and Submersible Pump Installation:

- ◆ Disconnect existing product piping from the gasoline tank and (1) gasoline suction pump.
- ◆ Remove (1) gasoline suction pump and set aside.
- ◆ Furnish and install (1) new ¾ HP submersible pump.
- ◆ Provide power for new submersible pump. All electric work to be performed by DuPage County.
- ◆ Supply crane to set new submersible pump.
- ◆ Furnish and install (1) new Gasboy, dual hose, single product dispenser.
- ◆ Make final product connections.
- ◆ Perform start-up of submersible pump and dispenser.

Price: \$29,995

Respectfully,
METRO Tank & Pump Company

Warren Cherner
President

Payment Terms: Full Payment with Signed Contract/Purchase Order.

The following Terms and Conditions between **METRO** Tank and Pump Company (hereafter Contractor) and **DuPage County** (hereafter Purchaser) are affixed and made a part hereof. Please sign in the appropriate place to indicate.

TERMS AND CONDITIONS

PAYMENT TERMS

Upon Completion Of Work. All quotes are valid for thirty (30) days. After (30) days, Contractor reserves the right to adjust all prices according to current costs or conditions. All sums to be paid to Contractor under the terms of this contract, unless otherwise specified, in writing, shall be due upon completion of services, delivery of equipment, or installation work to be performed. Any accounts not fully paid within thirty (30) days of date of invoice shall be charged an additional sum of 1 - 1/2 percent per month on balance remaining unpaid. In the event of any liens, suits, or other collection actions of any type, Purchaser shall pay to Contractor, in addition to the principal balance and interest as aforesaid, all reasonable attorney's fees, court costs and other costs of collection. Contractor may suspend the Services under this Agreement, with no penalty and other provisions of this Agreement notwithstanding, at any time until Contractor has been paid in full for all amounts due, including interest charges. Notwithstanding any other provision of this contract, at any time when payment owed to Contractor is not paid within (30) days of date of invoice, Contractor may, without notice, suspend the services under this agreement with no penalty, until Contractor has been paid in full.

WARRANTY

a. Warranty. Contractor provides no warranty for any equipment or material. Purchaser recognizes that the only warranty provided with respect to material and equipment is the manufacturers warranty. Contractor warrants that all labor shall be performed in a good workmanship like manner. All claims for defective workmanship must be made within (90) days.

b. Standard of Care Contractor will perform the Services in a professional manner in accordance with sound consulting practices and procedures. **CONTRACTOR MAKES NO OTHER WARRANTY EITHER EXPRESS OR IMPLIED. Specifically, Contractor makes no warranty that material and equipment purchased by Purchaser is either merchantable or fit for the use intended by Purchaser.**

TANK REMOVALS

a. Assumptions. Tank removal prices are based upon the following conditions: (a) concrete slab over tank not to exceed 8"; (b) no rebar in concrete; (c) no concrete vaults, removal of underground hold-down slab, saddles or straps; (d) tank to be empty of water, product, sludge, sand or other materials or liquids; (e) no contaminated material or remedial action; (f) no scrap value of tanks; (g) all excavated material to be returned to tank hole; (h) price is based on size of tank specified in quote: if tank is larger, additional costs will be added, if quantity of tanks is less than quoted, no credits; (i) no tank cars; (j) Contractor shall not be held liable for disturbance or damage to nearby tanks or piping; (k) no fiberglass-lined tanks; (l) no double wall tanks; (m) no hazardous material in tank or excavation; (n) above and below ground concrete slab to be put back into excavation; (o) Minimum one day charge for equipment and labor on location, if unable to perform contract job due to unforeseen conditions; (p) E.P.A. regulations require that residue, sediment, and sludge from the tank and sludge generated from the tank cleaning process must be properly disposed of: the charge for sludge handling and disposal, if required, is not included; and (q) no restoration to concrete, asphalt or landscape; sludge or #6 heavy oil.

b. Special Waste. Purchaser agrees that in the event special waste contaminated material is discovered, Contractor shall perform remedial action work, reports, forms and documentation, and Contractor agrees to perform said work in compliance with E.P.A. regulations, as per the attached environmental schedule. Purchaser recognizes and agrees that at no time will Contractor assume title or control of said materials. All payments to Contractor must be made in full prior to the release of any reports.

c. Quantity of Waste. Contractor and the Purchaser agree that the quantity of cubic yards/tons indicated on the waste manifests are subject to verification and acceptance by the landfill and that both parties agree to accept landfill's verification of cubic yards/tons as actual and final amount for purposes of billing. The quantity of cubic yards/tons removed will be determined by the measurement size of the backhoe bucket and/or truck load volume and not by in-ground measurement of excavation. Purchaser agrees to pay Contractor for the quantity of cubic yards/tons billed from the landfill at which the contaminated soil was disposed.

d. Escrow Account. Contaminated soil remediation payment terms will be handled on an escrow basis. Contractor will establish the escrow account. An estimated project cost will be funded by the Purchaser to the account from which Contractor will draw payments. Contractor will proceed with remediation based on monies available in escrow.

TESTING

The price specified in this contract, does not include any soil, liquid, tank, line testing or soil borings which may be required by state, local, and E.P.A. authorities or Purchaser, unless otherwise specified in writing. At Purchaser's request Contractor will obtain tests from an independent testing laboratory or service. The total cost of the test procedure will be billed to Purchaser. Contractor makes no claims as to any tests or results, shall not be held liable for the accuracy of the testing procedures or results, and shall not be held liable or responsible for any action taken due to any test results. All liquid test prices are based upon the accessibility of tank, no excavation is included. Should for any reason the testing is unable to be performed due to customer information inaccuracies or unpreparedness, Purchaser shall be liable for the fee of (1) test.

INDEMNIFICATION

Excepting only such liability as may arise out of the gross negligence of Contractor, the Purchaser agrees to hold harmless, indemnify, and defend Contractor and its officers, directors, agents, employees, contractors, and sub-contractors from and against any and all claims, losses, damages, liability, causes of action (including causes of action for personal injury or death), and costs, including, but not limited to, attorney's fees for counsel of Contractor's choice and other costs of defense, arising out of or in any way connected with:

the existence of contaminated materials on or near the project site. This includes, but is not limited to, the cost of clean-up, removal, hauling, disposal, pumping, reimbursement, reports and any other remedial actions that may be required.

the presence, discharge, release, exposure, or escape of petroleum impacted materials, asbestos or other hazardous substances or contaminants of any kind;

Purchaser's acts, operations, or responsibilities under this Agreement;

or the work of any third party hired by Purchaser to perform work at this site;

Purchaser agrees to hold Contractor harmless for damage to utilities or subterranean structures which are not correctly located by Purchaser;

UTILITIES

Purchaser shall be responsible for designating the location and depth of all utility lines, piping, conduits and subterranean structures within the property lines of the Work Order scope. Contractor will request responsible utilities to locate on and off-site utility lines when necessary and applicable.

CHANGE ORDERS

Additional work requested by Purchaser, other than unit work, will require signed change orders. All other changes in work scope will be billed and/or credited at negotiated prices.

PROJECT DELAYS

Should work be held up and/or delayed by Purchaser, his employees, agents, consultants or other parties under the guidance of Purchaser, Contractor shall receive a minimum of (1) day charge as compensation for said delays. If such delays, Acts of God, or unforeseen delays from suppliers occur, then Contractor shall receive an extension on completion time.

EXCAVATION CLAUSE

All excavation is based upon normal soil and sub-soil conditions. In the event that rocks, vaults, cables, lines, frozen ground, sand, water, contaminated materials, etc. are found, and cause a delay in the progress of the project, and/or an expense is incurred, to repair and/or relocate utilities or lines. Contractor shall not be held responsible or liable, and such costs shall be billed to Purchaser as an extra to this project. Shoring of tank holes or any other structure is not included in contract.

TANK INSTALLATION, REPAIRS AND UPGRADES

Purchaser acknowledges that the signing and acceptance by Contractor and Purchaser does not guarantee work will be completed prior to E.P.A. compliance deadlines.

New tank installations are based upon normal excavation conditions pertaining to weather conditions, concrete, and backfilling. Installation prices are also based upon excavation size being 2 feet greater than the tank in all directions and a 3 foot burial. If, due to unforeseen conditions the tank hole is larger, Purchaser will be billed an extra.

Except only as shall arise through gross negligence of contractor, contractor shall have no responsibility for unforeseen existing equipment malfunctions, piping or conduits.

All fuel for tanks is the responsibility of the Purchaser. Water for tank ballast shall be provided by owner. In the event that any tank shall float, Contractor shall have no liability or responsibility. It shall be the Purchasers obligation to restore or repair any damage due to tank floating and/or other causes of a release. Contractor shall have no responsibility or obligation due to spills that may occur by fuel suppliers, from accidents, releases and/or negligence.

PERMITS & TAXES

All fees and penalties for permits, registration, or licensing is the responsibility solely of Purchaser. Contractor will assist Purchaser in obtaining permits and will bill Purchaser for all fees and time spent in obtaining permits, unless specifically stated otherwise. Where applicable, sales tax will be billed as a line item unless specifically stated otherwise.

LIABILITIES

Any claims pursuant to this agreement must be in writing, must be within (1) year of work, and may not be for more than the value of the work contracted. No claims may be made in excess of contract work performed.

ATTACHMENTS The attached Contractor proposal/contract, consisting of 3 printed pages and dated 10/25/2023 is hereby incorporated into this agreement.

IN WITNESS WHEREOF, Purchaser and Contractor acknowledge having read and reviewed the above and all pages of this Agreement and agree to be bound by it.

Dated this _____ day of _____, 2023.

CONTRACTOR:
METRO Tank And Pump Company
(Company Name)

PURCHASER:
DuPage County
(Company Name)

(Print Name)

By: _____

By: _____

Purchase Order #, if applicable

If your company/firm is Tax Exempt, provide you Tax Exemption identification #: _____, and attach a copy of your exemption certificate to ensure accurate invoicing.