



800-542-0558

05-24-18

Proposal ID: TR123117TRrev3

TO: City of Margate

LOCATION: 102 North Rock Island Rd.
Margate FL

Attn: Dennis
954-975-3307

From: Todd Remaley, Commercial Sales
Adams Tank & Lift
4567 131st Ave North
Clearwater, Florida 33762
Ph. 727-540-0931 Fax 727-540-0848
Direct: 727-540-0820 / Cell: 727-543-7585
Lic. # PCC050767
Email: toddremaley@adamstank.com

Furnish and install a new wireless Fuel master system.

Adams Tank & Lift is pleased to submit this proposal to the City of Margate

DESCRIPTION OF PROVIDED MATERIAL AND SERVICES

1. Secure work area.
2. Furnish and install New Fuel Master 3505 plus, windows software for customers' computer, a pro key encoder with 300 pro keys, 10 AIM module kits and 2 nozzle tag kits for 4 hoses.
3. Furnish and install one RS232 board in existing Veeder Root system and serial cable for Fuel master communication
4. Furnish and install Fuel Master deliberant wireless install kit #941H0219 communication antenna's on building and at card system. To include data and power wiring to antennas.
5. Furnish and install Cat 5 communication cable for Fuel Master comm. antenna to customers computer interface ports and serial cable from antenna to Veeder Root TMS.
6. Furnish and install Fuel Master Tank monitor interface and z-link wireless communication.
7. Program, start up, and check operation with existing Gasboy digital dispensers.
8. Provide Training for programing key fobs.
9. Clean up affected area.

Installation Labor Subtotal: \$11,679.00

Other Parts (Veeder Root RS232 Board): \$611.50

Clearwater (corp.) 727-540-0931 * Longwood 407- 339-2389 *Sunrise 954-742-1735 * Ft Myers 239-731-6766



Fuel Master 3505 Plus Equipment Pricing:	QTY	LIST	NJPA @ 10%Discount
FMU3505PlusG:>Prokey 2.4 FMU:	1	\$8,570.00	\$7,713.00
Hose Kit w/nozzle tag:	2	\$200.00	\$180.00
FM Plus Windows Software:	1	\$2,250.00	\$2,025.00
Prokee:	300	\$1,755.00	\$1,579.50
Prokee Encoder UBS:	1	\$585.00	\$526.50
Wireless Install Kit FMU & Building:	1	\$525.00	\$472.50
Tank Monitor Interface:	1	\$685.00	\$616.50
Z-Link Wireless Comm. Via RF:	1	\$1085.00	\$976.50
Equipment Subtotal:		<u>\$15,655.00</u>	<u>\$14,089.50</u>

Notes:

- a) City of Margate is responsible for IT department to set up local network connections to commutate with the Fuel Master system and TMS.
- b) Any unforeseen conditions will be charged out on a time and material basis.
- c) Pricing is based on existing dispenser and reader are in good working order with pulser cards installed and no repairs are needed.
- d) AT&L to make final wiring connections.
- e) Proposal good for 30 Days

EXCEPTIONS AND CLARIFICATIONS

Payment Terms: 25% due upon acceptance of this contract balance due upon completion. Wayne equipment is due upon acknowledgement of shipment from the manufacturer; if this cannot be met then add 15%. All Payments should be made to the principal office of Adams Tank & Lift, Inc. in Pinellas County, Fl. Only past due or unpaid balance shall accrue interest at the rate of 1½% per month. Purchaser further agrees to pay Adams Tank & Lift, Inc. reasonable attorney's fees and court cost if this account is placed in the hands of an attorney for collections.

Acceptance: This proposal, when accepted by the purchaser, and final approval of seller's Official Officer, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. The Equipment in this proposal remains the property of Adams Tank & Lift until the contract is paid in full. Adam Tank & Lift retains the right to remove the equipment for non-payment at our discretion.

If you have any questions or would like to discuss additional engineering services please feel free to contact me at 727-540-0820.

Thank You.

AUTHORIZATION:

APPROVED:

Date

Andy Adams
Adams Tank & Lift

Date

TERMS AND CONDITIONS:

PRICES - Prices quoted are for acceptance within 30 days and, unless otherwise specified, are subject to change without notice after that date.

TERMS - Unless otherwise specified, terms are net on completion of all work. On all installation contracts, a deposit will be required, and payments will be made on a percentage of completion. Terms on equipment, unless otherwise specified are net 10 days from the date of delivery in total. Delivery to our plant for purposes of convenience or coordination shall be considered "Delivers" for billing purposes. The Seller reserves the right to charge the Purchaser 1 1/2% per month on past due balances. This represents an annual rate of 18%. Purchaser agrees to pay Seller reasonable Attorney's fees and Court Costs if his account is placed in the hands of an Attorney for collection.

DELIVERY - Delivery promises are contingent upon fire, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated does not include unloading. The Purchaser shall make a storage area available to the Seller. Any necessary relocation of equipment or installation from this designated area will be at the Purchaser's expense.

DELAYS - Due to the ever increasing cost of labor and materials, any delay of progress, not under Seller's direct control will constitute an additional charge to purchaser.

WARRANTY - Labor supplied by the Seller are guaranteed for 1 year from date of installation or delivery, ordinary use, wear and tear or damage from abuse or accident excepted. It is specially understood that products and parts not manufactured and work not performed directly by Seller are warranted only to the extent and in the manner that the same are warranted to the Seller by Seller's vendors and then only to the extent Seller is able to enforce such warranty. In enforcing such warranty, it is understood Seller shall have no obligation to initiate litigation unless Purchaser undertakes to pay all costs and expenses therefore, including but not limited to attorney's fees, and indemnifies Seller against any liabilities to Seller's vendors arising out of such litigation.

EXCAVATION - Excavation quotations are based on normal soil conditions. In the event of cave-ins, and the necessity to slope whole, all associated cost with the removal of the excess soil and replacement with either sand or pea gravel will be considered an extra and all cost shall be borne by the Purchaser. In the event underground structures, cables, conduit, debris, rock, water, utilities, or running sand are encountered, destroyed, or damaged during the performance of the contract, the Seller shall not be held responsible. Additional costs resulting shall be borne by the Purchaser but shall in no case exceed existing rate scales for labor and materials had the quotation originally been based on time and materials. Mechanical compaction of backfill is not included in the proposal unless specified. Finished grades are to be established and verified by the Purchaser. Purchaser will be responsible for filling all underground storage tanks with liquid for ballast immediately upon setting tanks in excavations. All costs in filling of underground storage tanks with either water or product for ballast, shall be borne by the Purchaser. The Seller shall notify the Purchaser when product and/or ballast will be needed. The Seller shall not be responsible for the contamination or loss of product used for ballast. In the event any tanks should float, the Seller shall be held blameless, and shall not be responsible for the contamination or loss of the product used for ballast. All expenses for equipment, labor, materials, and subcontractors to reinstall tanks, or to clean up contamination or pollution shall be borne by the Purchaser and/or the Property Owner. Removal of ballast from tanks shall be at the expense of the Purchaser unless otherwise specified in contract.

CONTAMINATION AND POLLUTION - In the event, preexisting or occurring through no fault of the Seller, pollution or contamination is encountered, the Seller shall be held blameless. The cleanup, removal, and disposal of such pollution/contamination shall be considered an extra and all associated cost, delays, fines, penalties, etc. shall be borne by the Purchaser and/or the Property Owner.

RELATED WORK - Labor, materials and outside services, electrical, concrete, blacktop, water and sewer work, are not included in proposals unless specified. Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in this Contract, the encountered, the Contract Sum shall be adjusted, additional costs resulting shall be borne by the purchaser. If concrete slabs are finished under this proposal, Seller will not be responsible for slab if not protected from traffic by Purchaser for 28 days. Anchors and Foundations not included in this contract unless specified.

TAXES - Prices quoted on equipment and repair parts are subject to Federal, State or Municipal Taxes which may be in effect or which may be imposed prior to the actual shipment of materials and equipment.

LIEN RIGHTS - To protect all parties, a mechanics lien will be automatically filed where payment is not received according to the terms stated above.

TITLE AND RISK OF LOSS - Full risk of loss (including transportation delays and losses) shall pass to the Purchaser upon delivery of products/equipment to the F.O.B. point.

RETURNED GOODS - All Deposits are Non-Refundable. All claims for shortages, corrections in prices or errors must be made within five (5) days of receipt of goods. In no instance is merchandise to be returned without Seller's approval or the issuance of a Credit Memo. All materials returned that are non-stocking items will be subject to a twenty-five (25%) percent handling charge. All stocking items will be subject to a twenty (25%) percent restocking charge. It is understood that no goods can be returned for credit without adhering to above conditions.

GENERAL - It is the responsibility of the Purchaser to notify the appropriate authority, agency, or person with jurisdiction, if there is any indication that contaminated soil is or will be encountered during excavation. Furthermore, it is also the responsibility of the Purchaser to secure whatever assistance is required to accurately determine the level of suspected contamination. The Purchaser has reviewed all circumstances relating to the disposal of excavated materials from the location named on the reverse to the indicated disposal site and takes full responsibility for this action. The Purchaser further agrees to protect, defend, reimburse and hold Adams Tank & Lift, Inc. and its' Employees and Agents free and harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, fines, and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained or initiated by any party, in regards to contamination.