



PETROLEUM EQUIPMENT SOLUTIONS & ENVIRONMENTAL COMPLIANCE
PO BOX 1836 • RICHMOND, KY 40476 • (859) 623-8520

PROPOSAL

Proposal: 0000014572

Proposal Date: 04/21/2026

Proposal By: SERVICE SALES

CUSTOMER:

POWEED
Powell County Bd of Education
691 Breckinridge St
Stanton KY 40380

JOB LOCATION:

Powell County Bus Garage
698 Halls Lane
Stanton KY 40380

606-663-3300

PROPOSAL SCOPE

Project scope of work:

- (12) Monthly Inspections - to include the following:
 - Spill Prevention
 - Covers & Lids in good condition, seated firmly on correct tank
 - Spill Containers in good working condition - gauges, plungers, plugs
 - Spill Containers free of water and product
 - Spill Containers free of trash or debris
 - Drop tubes check for and remove any obstructions
 - Fill caps fit securely
 - Release Detection
 - ATG passing tank test results
 - Interstitial Monitoring sensor status is normal
 - Verify SIR previous months results obtained and passed
 - Verify SIR data being collected for current month
 - Monthly piping leak test passing results
 - Manual Interstitial Monitoring tank top sumps inspected, free of liquid
- (1) Annual Inspection - to include the following:
 - Submersible Turbine Pump (STP) Areas
 - Visible piping & fittings show no signs of leakage
 - No evidence of a potential release into environment
 - Excess corrosion is not present
 - STP area is free of debris
 - Metallic components are not in contact with soil or water, or are cathodically protected
 - STP in Containment Sump
 - Any water or product removed & properly disposed
 - Sumps are free of cracks, holes, or other defects
 - Sump lids, gaskets, & seals present & in good condition
 - Manway covers at grade in good condition, does not touch sump cover, all bolts present
 - All Dispenser areas
 - Visible piping and fittings show no signs of leakage
 - No evidence of a potential release into the environment
 - Shear valves are present & securely anchored
 - Metallic components are not in contact with soil or water, or are cathodically protected

***** CONTINUED *****

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Subtotal \$

Sales Tax \$

TOTAL \$



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- Dispensers with Liquid-Tight UDCs
 - Any water or product removed & properly disposed
 - UDCs are free of trash, debris, & used filters
 - UDCs are free of cracks, holes, or other defects
 - Penetration fittings intact & secured
- Tank Gauge Stick
 - Tank gauge sticks can be clearly read & are not broken

12	MONTHLY INSPECTION	MONTHLY INSPECTION	69.00	828.00
1	ANNUAL INSPECTION	ANNUAL INSPECTION	0.00	0.00

Payment Terms:

- Balance due at time of signing contract

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Petro Towery, Inc. Terms and Conditions of Sale

Change Orders

Petro Towery will issue change order estimates for labor and/or equipment that is not included in the original, executed scope of work. Customer agrees to approve any necessary change order estimates in writing and in a timely manner so as not to cause delays or alterations to the schedule.

Omissions

It is the responsibility of the customer to thoroughly review this Petro Towery financial estimate and scope of work for accuracy and completeness. This estimate supersedes any and all previous written or verbal communication and under no circumstance will Petro Towery be held liable for omissions, changes, and/or labor or equipment not specifically outlined in this estimate.

Project Delays

This scope of work and financial estimate were calculated based on the assumption of certain timelines, specifically the ability to work consecutive days and expedite project completion. Petro Towery reserves the right to issue change order invoices and charge the customer for lost time in the event that delays outside of Petro Towery control require alterations to the schedule.

1. Purchase order terms, conditions or provisions inconsistent with those on this contract shall be deemed ineffective. It is mutually agreed that all terms, conditions and provisions (whether printed, stamped, typed, or written) on customer's purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this contract shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgement of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth.

2. No waiver, alteration or modification of the terms and conditions on this

***** CONTINUED *****

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PETRO TOWERY
PETROLEUM EQUIPMENT SOLUTIONS & ENVIRONMENTAL COMPLIANCE
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PROPOSAL SCOPE

shall be binding unless in writing and designed by an Executive Officer or Sales Manager of PETRO TOWERY. For purposes hereof, the terms "we", "us" and "PETRO TOWERY" shall mean Petro Towery Inc.

3. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Good Policy and subject to applicable restocking fees.

4. All express and implied warranties are hereby disclaimed (including the warranty of merchantability, the warranty of fitness for a particular purpose, and the warranty of title) that are not otherwise included on the face hereof, or published by the manufactures involved. In no event shall the obligation of Petro Towery extend beyond the repair or replacement of any product sold by it which proves to have been defective, and then only if the product is returned to the destination we designate with all transportation charges prepaid and is found by inspection to have been defective. No merchandise shall be returned without Petro Towery's prior written authorization. Written notice of claimed defects must be given by the customer to Petro Towery within a reasonable time after delivery of the product to the customer, and in no event longer than two weeks.

5. By acceptance of the proposal, Customer grants to Petro Towery a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until Petro Towery has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by Petro Towery prior to delivery of equipment and merchandise. Customer agrees that, if required by Petro Towery to do so, it will obtain the execution of any document necessary to perfect said security interest in any equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer's failure to comply with the terms hereof shall give Petro Towery the right to cancel at its option, the agreement without further obligation to Customer.

6. The terms of FOB Shipping Point Shall apply to all equipment shipments. Petro Towery shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by Petro Towery. Any claim made for such a loss or damage shall be made by the customer against the carrier.

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Proposals do not include freight unless noted. Freight will be prepaid and added to the invoice.

7. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. Petro Towery shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event beyond the control of Petro Towery. To the extent there is such delay or suspension resulting in increased cost or expense to us, Petro Towery shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.

8. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customers may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. Petro Towery will be entitled to an adjustment in compensation for any changes that are performed on a cost-reimbursable or time and materials basis.

9. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save the seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.

10. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of Kentucky (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

11. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.

12. If any of these conditions are held invalid the remainder of the conditions

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shall not be affected thereby.

13. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or specifications, Customers will accept under-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.

14. For any dispensers that require temporary storage by Petro Towery because they are not being installed by Petro Towery, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be required. Petro Towery will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, Petro Towery will arrange delivery of finished goods/dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply. After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of the net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, the customer must advise their Petro Towery Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6 month maximum storage period, the customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form. Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at the date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

15. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by Petro Towery without notice. Due to the uncertainty of prices of components, prices quoted are those currently in effect. If a price change occurs, Petro Towery will increase or decrease the customer's invoice accordingly. Customer will be notified immediately of any changes.

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- 16. The customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written consent. Any assignment or delegation made without our express written consent will be without effect.
- 17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, or other obstacles will be charged to Customer on a time and materials basis. Disposal of contaminated soils or water will be charged to Customer on a time and materials basis, The existence and locations of right of ways and easements are the responsibility of the customer.
- 18. Unless otherwise noted in the proposal, the customer is responsible for asphalt finished surfaces.
- 19. Most projects will require electrical permits and/or inspections. If the electrical inspector requires updates to an already existing electrical system or if it is deemed that the existing infrastructure on the site is not up to current electrical code, customer will be notified immediately, and the required work will be billed on a time and materials basis.
- 20. Project proposals are contingent upon local and state regulatory approval.
- 21. Bill & Hold is a service offering Petro Towery will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. Petro Towery will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in connection with a Bill & Hold arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. Petro Towery will have no entitlement to the products in Bill & Hold.

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Subtotal \$	828.00
Sales Tax \$	0.00
TOTAL \$	828.00