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Remit To: B&K Equipment
 2939 175th Street
 Lansing, IL 60438
 708-474-3344
 office@bkequip.com

Invoice #	FP-INV-500942
Quote #	510146
Type	Progress Draw Billing
Date	04/02/2024

Bill To:
CITGO (WILLOWCREEK) 6001 MELTON ROAD PORTAGE, IN 46368

Ship To:
CITGO (WILLOWCREEK) 6001 MELTON ROAD PORTAGE, IN 46368

PROJECT NO.	PROJECT TYPE	P.O. NUMBER	TERMS	PROJECT MGR.	SALES REP
7078	CONSTRUCTION		COD	DJ White	Steve Lane

Notes

We furnished material and labor to complete a double wall piping and containment sump upgrade as follows.

Removed and stored on site 3 existing dispensers.
 Saw cut, broke out, and disposed of up to 200 sf. of concrete at the tank pad around the submersibles.
 Saw cut, broke out, and disposed of up to 182 sf. of concrete around dispenser 1/2.
 Saw cut, broke out, and disposed of up to 710 sf. of concrete around islands 3/4 and 5/6 and trench between them.
 Furnished gravel vacuum truck excavation of the breakout area to expose the existing containment sumps.
 Removed and junked 2 existing submersible motor assemblies and containment sumps.
 Furnished and installed 2 new single wall pump containment sumps.
 Furnished and installed 3 new single wall dispenser containment sumps.
 Furnished and installed new double wall product piping pulled through the existing chases from the tank pump sumps to dispenser sumps 1/2 and 3/4.
 Furnished and installed new double wall product piping from the dispenser sump 3/4 to 5/6 in the excavated trench.
 Furnished and installed 3 new 3'x5' concrete islands with no permanent forms.
 Furnished and installed 2 new 4" diameter U-shaped guard posts.
 Furnished and installed 2 new FE Petro 1.5hp submersible pump assemblies.
 Reused the excavated gravel backfill for the excavated areas.
 Furnished 2 pump sump sensors tied into the existing tank monitor console.
 Furnished and installed 2 new 42" diameter composite lid manholes.
 Installed up to 8" thick fibermesh reinforced concrete, pinned to the existing concrete for the excavated areas.
 Reinstalled 3 existing dispensers.
 Restarted the fueling system.
 Furnished days of barricade rental.
 Furnished precision line, leak detector, and hydrostatic containment testing.

Total Amount	\$142,524.58	Total Claimed	\$138,167.58
		Subtotal	\$138,167.58
		SC/ST	\$4,357.00
		Total Due	\$142,524.58
		Payments	\$142,524.58
		Balance	\$0.00

Offer Acceptance: When a proposal is accepted by the Purchaser, it will constitute a bona fide contract, subject to the terms and conditions and approval of the Seller's Credit Manager. Delivery of the materials/equipment herewith, installation of the specified equipment, Purchaser's acceptance hereof (either in writing or orally in person or over the telephone), and/or the issuance of an invoice, constitutes a binding acceptance by the Purchaser of a bona fide contract. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

Title and Ownership: Unless otherwise directed by customer, if this contract includes installation, it is a construction contract which is an agreement between this Contractor/Seller and the Purchaser/Owner to alter, improve, repair, replace, or erect real property. It is expressly agreed that title to and ownership of the fixtures included in this construction contract pass to the Purchaser/Owner upon permanent and complete installation of the fixtures to real estate. A construction contract will include a surcharge (S/C) to cover the non-itemized expenses incurred in the fulfillment of the construction contract.

If this contract does not include installation or if it is a contract with a valid tax-exempt organization or if a valid resale certificate has been issued, it is a sale of tangible personal property and it is expressly agreed that title and ownership of the fixtures pass upon delivery, prior to installation. All taxable sales of tangible personal property will have the appropriate sales tax (S/T) on the invoice.

The S/T or S/C amount shown on this invoice has been calculated per a tax code as determined by the type of sale and location of the job being completed; the first and second paragraphs of this section control as to whether a sales tax or a surcharge is calculated while the location of the job determines the rate. The appropriate sales and or use taxes are being remitted to the various states, counties and cities by B & K Equipment per the tax code assigned in the states of IL and IN. For all other states it is the Purchaser's responsibility to self-accrue and remit the appropriate use tax when due.

If for any reason this contract is not paid in full within 90 days of completion of installation, it is agreed that in addition to collecting all balances due, the contractor shall have the right to remove the installed fixtures without written permission from or prior notice to the Purchaser/Owner and thereafter the fixtures shall become the personal property of Contractor and Contractor shall not be responsible for any damage to Purchaser/Owners property caused by such removal. It is expressly agreed that the Purchaser/Owner hereby authorizes the removal without further written permission or notice to the Purchaser/Owner. Contractor will only reinstall the fixtures after all past due balances and reinstallation charges are paid in full.

Grant of Security Interest: For sales of tangible personal property, Purchaser hereby grants, and Seller retains a purchase money security interest in said product/equipment, including proceeds there from, for the purpose of securing Purchaser's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, repossess the product/equipment upon Purchaser's default in payment, and charge Purchaser with any deficiency. Purchaser shall be held responsible for all late fees including the cost of all means secured by Seller to collect payments on delinquent accounts. Purchaser agrees to execute upon demand appropriate financing statements for perfecting this security interest. If the work is to be performed on property not owned by the Purchaser, upon Seller's request, Purchaser shall provide a Landlord's Waiver in a form acceptable to Seller.

Payment and Collection Terms: It is expressly understood and agreed that payment in full shall be due upon completion of installation or delivery unless prior arrangements have been made and agreed to. Interest at the rate of 1 1/2% per month shall accrue on any unpaid balance thereafter until paid in full. In the event this contract shall be placed for collection, the Purchaser/Owner shall be responsible for payment of all costs of collection, service charges and legal/attorney fees which shall accrue and be due and payable hereunder in addition to the balance due and owing, including interest thereon.

Shipping Terms: The shipping terms, include the F.O.B point (such as "Shipper's dock" or a designated destination), must be indicated on the face of this proposal. The shipping terms should also include whether freight is "collected" or to be "prepaid and add". If these terms are not indicated, they may be chosen by the Seller. Whenever merchandise is delivered to the designated F.O.B point, a common carrier (by manufacture of Seller), or received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses due to fire or vandalism) and title passes to Purchaser, and Purchaser shall be liable to Seller for full price of the merchandise. Delivery to Seller's warehouse for purpose of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

Governmental compliance: Environmental compliance is Purchaser's responsibility. Its failure to comply strictly with applicable federal, state, or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void all express or implied warranties of Seller. It is Purchaser's responsibility to report any inventory shortage or suspected releases to federal, state and all other authorities having jurisdiction and to Seller or a certified tank handler within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal state or local environmental requirements, rules and/or regulations, including those applicable to notice. Unless otherwise specified herein, Purchaser shall register all new or replacement regulated storage tanks in accordance with applicable state and local regulations. Purchaser represent that no consent, approval, or authorization, declaration or filing with ant third party or governmental agency is required in connection with the performance of the Purchaser's obligation hereunder or to permit Seller to perform its obligation hereunder, other than those approvals that have been previously obtained by Purchaser.

Digging and/or Excavations: Digging and excavating quotations are based on normal soil conditions. Should any digging or excavating be included in this agreement, and any heavy rock, shale, water frost or unusual doffing be encountered the Contract Price shall be increased at contractor's normal labor hourly rate except that any outside contract work required shall be charged at Contractor's cost plus its customary administrative charge. In the event of cave-ins, and the necessity to shore or slope hole, all associated cost with the removal of the excess soil and replacement with either sand or gravel will be considered and extra and all such cost shall be borne by Owner. In the event underground structures, cables, conduit, debris, rick, water, utilities, or running sand are encountered, destroyed or damaged during the performance of the work, Contractor shall not be held responsible, and Owner shall indemnify and save harmless Contractor and its agents and employees from all suits, actions or claims brought about by such encounter, destruction or damage. Should dewatering be required, the contractor shall not be responsible for disruption of adjacent backfill materials whether known or unknown at the time of the excavation, repairs to paving, concrete or structures shall be borne by Owner. Finished grades are to be established and verified by Owner. Owner will be responsible for filing all underground storage tanks with liquid for ballast after tank is installed and backfilled to top of tank. All costs in filling of underground storage tanks with water or product for ballast, shall be borne by Owner. Contractor shall notify Owner when product and/or ballast will be needed. Contractor shall not be responsible for the contamination or loss of product used as ballast. In the event any tanks should float, Contractor 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 sub-contractors to reinstall tanks, or to clean up contamination or pollution shall be borne by Owner. Removal of ballast from tanks shall be at the expense of Owner unless otherwise specified herein. Owner shall be responsible for keeping accurate daily inventory records of all products used for ballast and must notify Contractor immediately if shortage occurs. Should the job be abandoned entirely as a result of such conditions, Contractor's cost for work performed to date shall be paid by Owner. Contractor will notify Owner of such conditions before proceeding with removal.

Hardware/Software Compatibility: In connection with this proposal, the parties assume that any fueling system hardware and software supplied by Purchaser is inherently compatible and requires only routine start-up programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller shall be entitled to full payment of the Contract Price including any extra charges to complete changes to customer equipment.

Changes: This agreement may be amended at the request of either party from time to time by written Change Order signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and the time of completion, subject to Seller's approval. A charge may be made for changes in drawings and/or specifications after Purchaser and Seller have previously agreed upon same. The total charge will include order reprocessing costs, additional material and labor costs. The total charge for these changes will be agreed to after receipt of written Purchaser authorization or direction for these changes. All clerical errors are subject to correction.

Contingencies: Seller will be excused from performance under this agreement and will have no liability for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays cause by the Purchaser or a third party or by an act of God, war, civil disturbance, fire, floods, frost, manufacturers' production schedules, installation schedules and coordination of trades, delays in transportation, acts of government agencies, accidents, court order, labor dispute, third party performance or nonperformance, or other cause beyond Seller's reasonable control, including, failures or fluctuations in electric power, heat, light, or telecommunications, and such nonperformance shall not be a default hereunder, or ground for termination of this agreement.

Limited Warranty:

a. Seller does not extend warranties to purchasers of material and equipment. The products sold may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. Manufacturer or Seller has no liability whatsoever for indirect, special, incidental, or consequential damages, including but not limited to lost profits, down time, loss of material or product, clean-up costs associated with loss of product or damages to other equipment, unless said damage or loss is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees or contractor. Seller represents that it will convey good title to items purchased, however, except as modified in the next paragraph, Seller makes no other warranty of any kind whatsoever, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Seller.

b. Seller extends to Purchaser a limited warranty for Seller's work performed under this proposal that such work will be rendered in accordance with good commercial practice for a limited period of 90 days from the date of Seller's completion of such work, unless otherwise required by applicable law; however, if during this period, there is a malfunction due to Seller's improper or substandard performance, Seller's liability is limited to the cost of repair or replacement of such equipment (provided that Seller is given the option of performing such repair or replacement work). This limited warranty is null and void in the event that the Purchaser or third party performs subsequent work on the equipment installed or repaired by Seller. Under no circumstances is Seller liable for indirect, special, incidental, or consequential damages, including but not limited to lost profits, down time, loss of material or product, clean-up costs associated with loss of product, or any damage to equipment not serviced, repaired, or installed by Seller. In the event that Seller shall be liable to Purchaser for damages arising under or in connection with this agreement, whether arising by negligence, intended conduct (but not intentional misconduct) or otherwise, Purchaser may receive from Seller its direct damages not to exceed the aggregate amount of purchase price paid for the particular good or services to which a claim if liability is asserted.

c. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold harmless from and defend and indemnify Seller for losses or claims for tank(s) that emerge from their set position and/or are lost after installation die to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under the terms of this proposal, and Purchaser shall at all times provide adequate ballast.

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE WARRANTY IN ANY WAY.

ESTABROOK PRECISION LINE TEST

Facility Name: CITGO (WILLOWCREEK)
Facility Address: 6001 MELTON ROAD PORTAGE IN 46368
Facility ID: 5458

Test Date: 05/07/2024
Technician Name: Luke huizenga
Technician Cert #: 071399

Applied Pressure: 50 PSI

#1 Product Type: Regular					
TIME	DATA	-/+	GPL	RES	GPH
11:00	75	0	0.0037	0.0000	0.0000
11:15	75	0	0.0037	0.0000	0.0000
11:30	75	0	0.0037	0.0000	0.0000
FINAL RESULT: PASS					

#2 Product Type: Premium					
TIME	DATA	-/+	GPL	RES	GPH
11:00	70	0	0.0037	0.0000	0.0000
11:15	70	0	0.0037	0.0000	0.0000
11:30	70	0	0.0037	0.2590	1.0360
FINAL RESULT: PASS					

#3 Product Type:					
TIME	DATA	-/+	GPL	RES	GPH
FINAL RESULT:					

#4 Product Type:					
TIME	DATA	-/+	GPL	RES	GPH
FINAL RESULT:					


#5 Product Type:					
TIME	DATA	-/+	GPL	RES	GPH
FINAL RESULT:					

#6 Product Type:					
TIME	DATA	-/+	GPL	RES	GPH
FINAL RESULT:					

DATA = Numbered line increments on site glass.
-/+ = Change from previous 15-minute reading.
GPL = Gallons per Line on site glass.
RES = Result. Gain or loss of lines X .0037
GPH = Gallons per Hour. RES X 4

PASS Requirements:
3 consecutive readings within .020 GPH of each other
and final reading less than .050 GPH.

Technician Name: Luke huizenga
Dispatch # 7078

Technician Signature: 

B&K Equipment completes testing and inspections per recommended practices of PEI RP1200-19

ANNUAL OPERATIONAL TESTING REPORT

Facility Name: CITGO (WILLOWCREEK)
Facility Address: 6001 MELTON ROAD PORTAGE IN 46368
Facility ID: 5458


Test Date: 05/07/2024

SENSOR INSPECTION

Sensor Location	Device # (ATG)	Equipment Type	Functionality Test	Sensor in Proper Position
Reg stp	L1	STP Sump Sensor NonDiscrim w/o Positive Shutdown	PASS	<input checked="" type="checkbox"/>
Prem stp	L2	STP Sump Sensor NonDiscrim w/o Positive Shutdown	PASS	<input checked="" type="checkbox"/>

Comments

Technician Name: Ben Porter
Dispatch # 7078

Technician Signature: 

ESTABROOK LINE LEAK DETECTOR FUNCTIONALITY TEST

Facility Name: CITGO (WILLOWCREEK) Test Date: 05/07/2024
 Facility Address: 6001 MELTON ROAD PORTAGE IN 46368 Technician Name: Luke huizenga
 Facility ID: 5458 Technician Cert #: 071399

LEAK DETECTOR DETAILS


Pump	Make	Model	Serial #
1	Veeder root	Mechanical	Na
2	Veeder root	Mechanical	Na

ESTA BROOK EZY CHEK TEST DATA

Pump	Product Type	Metering Pressure	Holding PSI	Resiliency	Test Leak Rate ML/MIN	Opening Time (3-5)	Result PASS/FAIL
1	Regular	32	22	80	189	Pass	PASS
2	Premium	30	21	100	189	Pass	PASS

Comments

Technician Name: Luke huizenga
 Dispatch # 7078
 B&K Equipment completes testing and inspections per recommended practices of PEI RP1200-19

Technician Signature: 

TRIENNIAL INSPECTION

Facility Name: CITGO (WILLOWCREEK) Test Date: 05/07/2024
 Facility Address: 6001 MELTON ROAD PORTAGE IN 46368
 Facility ID: 5458

UST CONTAINMENT SUMP INTEGRITY TESTING: HYDROSTATIC

Test Type/Reason: Pipe Upgrade

Sump Name	Reg stp	Prem Stp	Udc 1/2	Udc 3/4	Udc 5/6
Clean of liquid/debris	YES	YES	YES	YES	YES
VISUAL INSPECTION	PASS	PASS	PASS	PASS	PASS
Test Start Time	10:00	10:00	10:00	10:00	10:00
Test End Time	11:00	11:00	11:00	11:00	11:00
Starting Water Level (in)	32	34	18	19	20
Ending Water Level (in)	32	34	18	19	20
Water Level Change (in)	0	0	0	0	0
TEST RESULT	PASS	PASS	PASS	PASS	PASS

Sump Name					
Clean of liquid/debris					
VISUAL INSPECTION					
Test Start Time					
Test End Time					
Starting Water Level (in)					
Ending Water Level (in)					
Water Level Change (in)					
TEST RESULT					

Comments

Technician Name: Ben Porter
 Dispatch # 7078
 B&K Equipment completes testing and inspections per recommended practices of PEI RP1200-19

Technician Signature: 





UST Facility I.D. (FID) # <u>5458</u>	Contact Number
Facility Name <u>Melton Cituno</u>	Contact email
Address <u>6001 Melton Roadstage, IN 46368</u>	Date of Inspection <u>05/08/24</u>
Operator on Duty Name	Name of the Person Conducting Inspection <u>AKSHIT SAHARAN</u>

Operator Training current	<input checked="" type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input type="radio"/> Yes <input type="radio"/> No
Is Registration current with correct owner, operator etc.	<input type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input type="radio"/> Yes <input type="radio"/> No
Release Detection Method	<input checked="" type="radio"/> ATG <input type="radio"/> CIM	<input type="radio"/> SIR <input type="radio"/> IC <input type="radio"/> Other	
Make and Model	<u>VR TCS 350</u>		
Does it have paper?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input type="radio"/> Yes <input type="radio"/> No
Is it in Alarm mode?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input checked="" type="radio"/> Yes <input type="radio"/> No
Interstitial Monitoring Sensor Status Normal	<input type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input type="radio"/> Yes <input type="radio"/> No
Necessary Monthly Printout Taken	<input type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input type="radio"/> Yes <input type="radio"/> No
Are Spill Buckets Clean and free from water, debris, product etc?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input type="radio"/> Yes <input type="radio"/> No
Are the Spill Bucket in good condition and free of damage/cracks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input type="radio"/> Yes <input type="radio"/> No
Is Fill pipe cap tight and fill pipe free from any obstruction?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input type="radio"/> Yes <input type="radio"/> No
Are Sumps Clean and free from water, debris, product etc?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input type="radio"/> Yes <input type="radio"/> No
Are UDCs clean and free from water, debris, product etc?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Operator Notified	<input type="radio"/> Yes <input type="radio"/> No

NOTE: ALL LIQUID/DEBRIS OR WASTE MUST BE DISPOSED OFF ACCORDING TO EXISTING RULES AND REGULATIONS FOLLOWING PROPER PROCEDURE BY A CERTIFIED CONTRACTOR.

Operator on Duty Name 317-645-0215	Signature tanksdata@gmail.com	Date www.tanksdata.com
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