

Source Well Contract #081524-JFA JF Petro Group Contract # 3-DT-HSN7911-3 Innovation that works.

PSI JF Petroleum Group, Inc. 14833 Bulverde Road San Antonio, TX. 78247

9-19-2025

Purchaser: SWISD

11914 Dragon Lane San Antonio, Texas 78252 Attn: Rick Centeno

WORK TO BE PERFORMED AT: S.W. ISD

9410 SW Loop 410 San Antonio, Texas

PSI JF Petro Group (hereinafter "PSI JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

#### **Fuel Tanks:**

- 1) 20K Fire Guard UL 2085 Double Wall above ground split compartment tank, 10K Diesel and 10K Gasoline Tank
- 1) 20K Fire Guard UL 2085 Double Wall above ground Diesel tank Tank will have a ladder on the end, with a manway for tank access.

#### **DEF Tank:**

1) 1000 gallons vertical DEF tank, with submersible pump, pressure relief, Kamlock dry break style fill, and hold down straps.

#### **Fuel Dispensers:**

- 4) Gasboy Atlas X single product, dual hose, 20 GPM fuel dispensers, with light kit, totalizers, pulsars, and painted lower doors
- 2) Gasboy Atlas X single product, single hose, 10 GPM DEF dispenser, with light kit, pulsars, stainless-steel doors and sides, warm weather rated.

## Fleet Management System:

- 3) Fuel Island Readers Six Position
- 1) Cloud Hosted Software
- 3) HID readers

#### **Leak Detection System:**

- 1) Veeder Root TLS 450 Plus Console (Re-use the existing Console)
- 3) Fuel level Sensing Probes
- 1) DEF level sensing probe
- 1) Interstitial Space Dry Contact Sensor
- 1) Overfill Alarm light and siren
- 4) Sump Sensors

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## Fuel System Hardware:

- 3) 1 ½ HP AG Submersible Pumps, 208-volt
- 3) Red Jacket Isotrol Relay Boxes
- 3) Overfill Protection fill valves
- 3) Remote Fill Spill Containers
- 11) 2" Full Port Ball Valves
- 3) 3" Full Port Ball Valves
- 3) 3" In Line Swing Check Valves
- 3) Pressure Relief Valves
- 3) 2" Normally Closed Anti-Siphon Solenoid Valves, 208 volt
- 6) Under Dispensers Fire/Shear valves
- 11) Stainless Steel Flex Hoses with Swivel on one end
- 3) Flame Arrestor Vents
- 4) Spill Containment Dispenser Sumps
- 2) Sets of Warning Decals
- 3) Tank Stick Access Tank Caps
- 3) Clock Gauges
- 1) PIG spill kit
- 2) 20lb Fire Extinguishers
- 2) Emergency Stop Switch and Warning Sign
- 1) Overfill Warning Sign
- 44) 6" x 7' Steel Pipe Bollards with safety yellow plastic covers
- 2" Domestic made, Threaded, Steel pipe and fittings for aboveground fuel lines
- 3" Domestic made, Threaded, steel pipe and fittings for the remote fuel fill lines

#### **Electrical:**

Perform lock out tag out on fuel system electrical circuits. Supply and install new fuel system electrical power sub panel. Wire in electrical panel and breakers. Supply and install (2) emergency stop switches with shunt trip breaker. Supply power and data rigid steel conduits aboveground and rigid explosion proof junction boxes. Supply and install underground PVC conduits. Supply and install power wire and data wire to fuel dispensers, fleet management system, leak detection system, and submersible pumps. Wire up all equipment and confirm all terminations are made. Pour seal offs and test emergency stop switches. Call in inspections and close out permit. (We have no electrical conduit or wires to the Propane System.)

## **Engineering Services:**

Fuel System design and stamped blueprints
SPCC design and spill containment plan
Tank foundation design and stamped blueprints

#### Installation:

Perform lock out tag out procedures on all fuel system circuits.

Excavate new electrical ditch from the electrical room to the fuel islands.

To rough in underground conduits to fuel dispensers, fleet system, and the new fuel tanks



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To excavate the area where new tanks are to be placed and do sitework.

To excavate four coffin style footings and install tank rebar and pour concrete

To supply and install steel pipe bollards and bollard sleeves for the fuel tank protection & dispenser protection.

To supply and install 6" thick concrete pad at fuel tank and pipe bollards

To supply a crane to set new tank into place onto concrete housekeeping pads.

Anchor tanks in place and properly ground them.

To supply aboveground steel spill containment sumps for all fuel dispensers.

To supply and install aboveground domestic threaded black steel pipe for 2" fuel lines.

To supply and install aboveground domestic threaded black steel pipe for 3" fuel lines.

To supply and install tank top hardware.

To supply and install stainless steel flex hoses.

To supply and install leak detection system sensors and fuel level probes.

Air test fuel lines for Fire Marshall.

Paint fuel lines.

Set dispensers and install new hanging hardware and install on the new spill containment sumps.

Install overfill protection valves and spill containment manholes.

Install submersible pumps and mechanical line leak detectors.

Wire up all equipment and test for proper operation.

To fill tanks with fuel and test overfill equipment for the Fire Marshall.

To supply and pour concrete over the old fuel line ditches, to form up and pour concrete spill containment pit for the transport retention pond.

Start up and commission all equipment with the factory and send in warranty paperwork.

Set up sensors and leak level alarms for leak detection system.

Train the customer in the use of all equipment.

Calibrate dispensers to weights and measures tolerances.

Cleanup site.

Close out permits with the Fire Marshall and electrical department.

To send TCEQ tank registration forms to the District.

To open the new fuel system for use.

To break out concrete over the old fuel tanks and haul off the concrete

To excavate down to the fuel tanks and stockpile soil on plastic

To saw cut concrete and excavate down to remove the underground fuel lines

To triple rinse the fuel tanks and make them inert with dry ice

To remove the tanks and load them for proper disposal

To excavate soil samples and send to the lab for analysis

To return excavated soils back to the tank hole and bring in select fill and compact up to final grade

To issue clean site closure report

To issue tank destroy certificates

To fill out TCEQ amended form and send to the owner to complete and file to the TCEQ in Austin Texas

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**Budgetary Pricing:** 

**Installation Material & Labor:** 

\$892,000.00

**Contingency for environmental:** 

\$50,000.00

Contingency for tariff price increase: \$30,000.00

Performance Bond:

\$24,000.00

8.25% Sales Taxes:

\$(Exempt)

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Nine Hundred Ninety Six Thousand and 00/100 Dollars (\$996,00.00) (the "Agreement Price") which does not include applicable sales tax.

## **PAYMENT SCHEDULE:**

## **Progress Payments**

## Items, which are not part of this proposal:

- Hauling or disposal of soil from job site 1.
- Fuel or DEF products 2.
- Cloud Hosting 3.
- Canopy Structural Revisions 4.
- New Electrical Service 5.
- Fleet System HID cards 6.
- Digging in rock or water 7.
- Propane system electrical 8.
- Hauling and disposal of water or rock from the job site 9.
- Any special permits from the Edwards Aquifer group or the TCEQ 10.

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# THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

- This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's ACCEPTANCE: acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. 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.
- PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

PRICES; TERMS OF SALE; CREDIT:

All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because

of its failure to pay when due or for any other reason.

In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired.

On the occurrence of any such event of default, and at any time thereafter, Seller may declare all obligations secured hereby to become immediately due and payable and may proceed to enforce payment of the same and exercise any and all the rights and remedies, either at law or equity, to which it may be entitled. Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Seller will give Purchaser reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, by certified mail, return receipt requested to Purchaser's address as shown above. Expenses of retaking, holding, preparing for sale, or the like, shall include reasonable attorney's fees and related legal expenses incurred by Seller.

All terms used herein which are defined in the Uniform Commercial Code of Texas (Texas Business and Commercial Code) shall have

the same meaning herein as in said Code. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS: 4 Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

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- b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.
- c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

#### 5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

- a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller 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. MANUFACTURERS OR SELLER HAVE 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 damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the 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. Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.
- 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 Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and Purchaser shall at all times provide adequate ballast.
  - d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.
- e. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or it representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.
- f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.
- 6. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.
- 7. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's 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 Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller 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. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

- 8. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.
- 9. RECORD KEEPING. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.
- 10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.
- 11. MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN HIDALGO COUNTY, TEXAS. All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Texas, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.
- 12. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PSI JF Petro Group, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF PSI JF Petro Group SIGNATURE BELOW.

Date: \_\_\_\_\_

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PSI JF Petro Group, Inc.

Title:

# PROJECT INFORMATION

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