

Corporate Office  
PO Box 3668  
Englewood, CO 80155-3668



Phone: 800.774.3230  
Local: 303.773.3230  
Fax: 800.303.7201

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**API 653 INSPECTION PROPOSAL**

**Nutrien Ag Solutions  
249 Chestnut Street  
Mt Sterling, OH 43143**

**August 18, 2020  
Proposal #HTS-2571-0820  
Site: Mt Sterling, OH**

**Attn: Mr. Doug Penwell**

We sincerely appreciate the opportunity to submit this proposal for your consideration according to the following specifications, terms, pricing and delivery.

**ITEM I: ONE (1) API 653 INSPECTION - FOR THE EXISTING WELDED STEEL TANK LOCATED IN MT STERLING, OHIO**

**1 – 46' Diameter x 40' High Tank A10**

**TANK WILL HAVE THE FOLLOWING PERFORMED:**

Visually inspect floor plates & center support columns. Conduct vacuum-testing of all floor weld seams, ***unless coated.*** \*

Visually inspect interior shell plates, welds and roof structure. Visually inspect interior floor to shell chime weld.

Visually inspect exterior shell plates and welds. Visually inspect roof plates and welds. Perform UT (ultrasonic thickness) testing on tank interior floor, shell, and exterior plates and provide mapping. Visually inspect nozzles and appurtenances. Perform elevation survey of tank foundation. Provide written report, within 45 days of inspection, on all findings, including minimum thickness calculations, shell remaining life calculations, UT measurement readings, photographs, and any recommended or required repairs, according to API 653 Specifications. Provide a preliminary report prior to leaving jobsite, unless circumstances prevent ability to do so. All inspections are performed by Qualified Technicians. All testing equipment and lighting will be provided by Heartland Tank Services, Inc.

**Tank(s) must be clean for effective evaluation. Refer to Terms and Conditions.**

**\*Vacuum testing will not be completed on floors with internal coating.**

**PRICE TOTAL INSPECTIONS & REPORTING COST**

**ONE TANK, ONE TRIP ..... \$5,322.00**

**RE-INSPECTION OF REPAIRS**

If **Nutrien Ag Solutions** elects to repair based on initial inspection recommendations, and requests Heartland Tank Services, Inc. to return and evaluate the repairs, Heartland Tank Services, Inc. would require written weld procedures and welder qualifications prior to commencement of work. Actual travel costs/mileage, per diem and hourly rate will apply.

**PAYMENT TERMS: 100% due upon delivery of final report.**

**PROPOSAL VALIDITY: 30 DAYS**

## TERMS & CONDITIONS

### BUYER AGREES:

A. To furnish and maintain access to site and provide a **clean**, dry and vapor-free tank, suitable to safely work in and around.

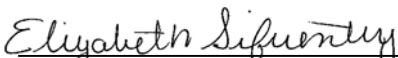
1. Clean is defined to mean the tank has been effectively hydro-blasted (6000-9000 PSI) to ensure weld seams and plates are **100% free of scaling, residue, and other deposits**. Professional tank cleaning services are recommended.
  - a. If customer utilizes the services of an approved tank cleaning company recommended by Heartland Tank Services, Inc., the tank will be recognized as clean and ready for inspection.
  - b. If customer utilizes a tank cleaning company not provided by Heartland Tank Services, or self-cleans the tank, customer will ensure tank is clean as specified in A.1, and the Qualified Technician will be able to see, examine, and accurately test the weld seams and plates.
    - i. If the Qualified Technician has to clean and/or grind scale, residue, and other deposits from weld seams and plates in order to complete the inspection, additional time onsite (per diem) charges may be incurred.
  - c. External chime (shell to floor weld joint) should be free of soil buildup or vegetation to ensure proper examination of tank's critical zone.
2. Customer recognizes that inspections are "time sensitive" and if Heartland Tank Services, Inc. must reschedule the inspection for cleaning purposes, Heartland Tank Services, Inc. will impose an additional mobilization charge.

B. To obtain all permits, fees, licenses, etc. (if any) or any permission necessary for Heartland Tank Services, Inc. to perform work described above.

C. To provide 110-volt, 30-amp electrical service in close proximity to the tank(s); maximum of 100' from the tank(s).

D. Inspections must be conducted in 32°F weather or warmer. Heartland Tank Services, Inc. reserves the right to postpone any inspection due to inclement weather or safety concerns.

E. Pricing does not include cost of third-party spot radiograph should the findings of the inspection dictate X-Ray.

  
Liz Sifuentes  
Inspection Division Coordinator  
Heartland Tank Services

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## **INSPECTION WARRANTY**

Heartland Tank Services, Inc. will evaluate the condition of this tank(s) based on the observations and measurements made by the Heartland Tank Services, Inc. inspector. While our evaluation will accurately describe the condition of the tank at the time of inspection, the tank owner/operator must independently assess the inspection information/report provided by Heartland Tank Services, Inc. and any conclusions reached by the tank owner/operator and any action taken or omitted are the sole responsibility of the owner/operator. With respect to the inspection and testing, Heartland Tank Services, Inc. warrants only that the services have been performed in accordance with accepted industry practice. If any such services fail to meet the foregoing warranty, Heartland Tank Services, Inc. shall re-perform the service to the same extent and on the same conditions as the original service.

The preceding paragraph sets forth the exclusive remedy for claims based on failure or defect in materials or services, whether such claim is made in contract or tort (including negligence) and however instituted, and, upon expiration of the warranty period, all such liability shall terminate. The foregoing warranty is exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. NO IMPLIED WARRANTY OF MERCHANTABILITY FOR FITNESS OR PURPOSE SHALL APPLY, nor shall Heartland Tank Services, Inc. be liable for any loss or damage whatsoever by reason of its failure to discover, report, repair or modify latent defects or defects inherent in the design of any tank inspected. In no event, whether a result of breach of contract, warranty or tort (including negligence) shall Heartland Tank Services, Inc. be liable for any consequential or incidental damages including, but not limited to, loss of profit or revenues, loss of use of equipment tested or services by Heartland Tank Services, Inc. or any associated damage to facilities, down-time costs or claims of other damages.

*For further information regarding this proposal, please contact our office at 1-800-774-3230.*

**Thank you for your business!**

Please provide the following information:

SITE ADDRESS:

SITE CONTACT/PHONE:

MAILING ADDRESS (FOR HARD COPY OF REPORT):

BILLING ADDRESS:

BILLING CONTACT PHONE/EMAIL:

**PROPOSAL ACCEPTANCE**

The above-proposed inspection specifications, terms and conditions, and warranty are satisfactory and are hereby accepted. Heartland Tank Services, Inc. is authorized to perform work as specified.

DATE: \_\_\_\_\_  
ESTIMATED EMPTY DATE: \_\_\_\_\_

**NUTRIEN AG SOLUTIONS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title