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#### **PROPOSAL**

GrowMark, Inc. 1701 Towanda Ave Bloomington, IL 61702 October 19, 2021

Proposal #HTS-8276-1021

Site: Darlington, WI

Attn: Mr. Kurt Goebel, P.E.

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

## FLEXIBLE MEMBRANE INTERNAL TANK LINER

The following tank(s) listed below will include a Heartland Tank Services, Inc. 40 mill WC-12650 polyvinylchloride one piece flexible membrane internal tank liner for the tank shell and floor; leak monitor system installed under liner using 1" perforated PVC tubing; tank man-way to have a liner boot; one (1) sump to be lined; Geo-textile pad material included and to be placed between liner and tank shell; and all necessary SS J-bolt hanging hardware included. Installation to include all necessary grinding on tank shell and floor interior welds and rough areas; installation of 16 oz. Geo-textile pad under liner on tank floor; and installation of liner with 8 oz. Geo-textile pad on tank shell. Price breakdown is as follows for liner each system:

## ITEM I: ONE (1) 47' DIAMETER X 40' HIGH - 500,000-GAL LINER FOR NEW WELDED STEEL TANK

ΤΟΤΔΙ ΜΔΤΕΡΙΔΙ & INSTALLATION	\$ 58 979 00*
Mileage, subsistence, delivery, labor, tools & equipment	\$ 18,000.00
Installation:	
TOTAL MATERIAL	\$ 40,979.00
Necessary SS hanging hardware	<u>\$ 2,178.00</u>
Geo-textile pad material	\$ 3,356.00
40 mil WC-12650 fabricated liner	\$ 35,445.00

#### ITEM II: ONE (1) 60' X 60' – 30 MIL LOW DENSITY POLYETHYLENE FLAT ONE-PIECE UNDER-TANK-LINER

1. One (1) 30 mill low density polyethylene liner for under tank grade of one (1) 47' diameter by 40' high tank located in Darlington, WI.

TOTAL MATERIAL AND FOB PRICE FOR ONE (1) UNDER TANK LINER AS DESCRIBED ABOVE: ..... \$ 2,300.00\*

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### ITEM III: EXTERNAL TANK COATING OF ONE (1) 47' DIA. X 40' TALL NEW FIELD ERECTED WELDED STEEL TANK

This quote is for the exterior sandblasting and painting of one (1) 47' diameter x 40' tall ground storage tank, located in Darlington, WI. Total Surface area: 7,638 square feet.

- 1. Sandblast to SSPC-SP6 (near white metal blast profile) the exterior surface of each tank including steps, railings, etc. to remove rust and mil scale to ensure proper adhesion of the new paint coatings.
- 2. Apply one coat of Carboguard 635 VOC Polymeric Amine Epoxy to the exterior surface of tanks including steps, railings, etc. to a dry film thickness of 4-6 mils.
- 3. Apply one coat of Carbothane 133 LH Aliphatic Acrylic Polyester Polyurethane to the exterior surface of tanks including steps, railings, etc. to a dry film thickness of 3 5 mils, any one color.
- 2. All paint coating will be applied to the manufacturer's recommendations.

Total cost of material and labor external coating......\$ 40,479.00\*

#### **Buyer Agrees External Tank Painting:**

- 1. Price includes no blast media capture or disposal.
- 2. Provide electrical power for equipment and paint mixing.
- 3. Ensure that the tank is clean and dry.
- 4. Provide access to and around each tank worksite for the crew and equipment.

Litwiller Sandblasting and Painting guarantees workmanship and furnished material only for a period of one (1) year after completion of the tank(s). The said guarantee to cover replacement or repair of defective workmanship and furnished materials only and does not cover any other loss either expressed or implied.

\*PRICE QUOTED IS EXCLUSIVE OF ANY SALES AND OR USE TAXES. OWNER IS RESPONSIBLE FOR REPORTING AND REMITTANCE OF ANY SALES AND OR USE TAXES AS REQUIRED BY STATE & LOCAL JURISDICTIONS.

Internal Tank Liner Delivery: Fabricated Material: Approximately 10-14 days each ARO.

Installation: 47'x40' Liner / Paint Approx. 3 - 5 days each dependent on weather

conditions; 45 degrees Fahrenheit required at time of install.

Internal Tank Liner Terms: 10% deposit for the internal tank liner required with acceptance; balance due

upon completion.

External tank painting due upon completion.

Under Tank Liner due upon receipt.

Proposal Validity: 30 days

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# **Buyer and Seller Agree For The Internal Tank Liner System:**

For five years after the liner(s) installation date, Heartland Tank Services, Inc. warrants on a prorated basis that the materials shall be new and of industry standard quality and the workmanship shall be free from defects. If any defects in the materials or workmanship are found within one year after the liner(s) installation date, Heartland Tank Services, Inc. agrees to pay for the full cost any cleaning, inspection, and repair or replacement of the liner(s) that Heartland Tank Services, Inc. determines is necessary.

For every year after the liner(s) installation date, Heartland Tank Services, Inc.'s responsibility under this warranty decreases by twenty percent of the initial value of the liner(s). Therefore, a year following the liner(s) installation date, Heartland Tank Services, Inc. warrants the liner materials and workmanship up to 80% of the liner's original value, and two years after the liner(s) installation date up to 60% of the liner's original value, and so on. The date the potential defect is reported to Heartland Tank Services, Inc. is determinative of Heartland Tank Services, Inc.'s prorated responsibility under this warranty. Once the warranty is prorated (a year and a day or more after the liner(s) installation date), Buyer is responsible for the cost of cleaning the liner and said cleaning must be completed before Heartland Tank Services, Inc. inspects the liner for any reported liner defects.

Heartland Tank Services, Inc.'s warranty excludes damage caused to the liner(s) by failure to follow Heartland Tank Services Inc.'s Liner Filling and Maintenance Procedures, improper or insufficient maintenance, improper filling techniques, sharp objects used near liner, a change in the type of stored liquid product without approval of compatibility from Heartland Tank Services, Inc., storage of a non-liquid product, or any other cause of damage that is clearly not related to a defect in the liner material or workmanship in the liner installation. Examples of causes of liner damage not covered under this warranty include, but are not limited to, leaving 10-34-0 product in the liner year-round, crystallization (salting-out) of product due to cold temperatures, failure to use an inlet strainer when filling liner from railcar or barge, and welding on a tank that contains a liner.

If Buyer wants to change the product stored in the liner to a product other than what was originally specified when the liner was purchased, Buyer MUST contact Heartland Tank Services, Inc. to obtain written approval of compatibility for the new product. This approval must be obtained in writing by Buyer before the new product is introduced into the liner. If the product stored is changed without obtaining this approval of compatibility, this warranty becomes null and void.

Any dispute arising from this contractual relationship shall be governed by the substantive laws of Colorado and shall be decided solely and exclusively by State or Federal courts located in Greenwood Village, Colorado. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorneys' fees.

Heartland Tank Services, Inc.'s obligations and liabilities under this warranty are expressly and exclusively limited to repair or replacement of a defective liner to the liability level expressed above. NO IMPLIED WARRANTY OF MERCHANTABILITY FOR FITNESS OR PURPOSE SHALL APPLY. Furthermore, in no event shall buyer be entitled to recover for incidental, consequential, or special damages, including loss of profits or other commercial loss.

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### **TERMS AND CONDITIONS**

# **Buyer Agrees:**

- 1. To furnish and maintain access to site and to provide a clean, dry, and vapor free tank, suitable to safely work in and around for Heartland Tank Services, Inc. and its subcontractors.
- 2. To obtain all permits, fees, licenses, etc. or any permission necessary for Heartland Tank Services, Inc. and its subcontractors to perform the liner installation.
- 3. That any changes in the specifications and tank size or variances in the number of roof support columns quoted will be at the buyer's expense unless mutually agreed in writing. Any additional center support columns will be charged at \$1,400.00 each for labor.
- 4. To pay all sales, consumer, use, or similar taxes as is required by law in the state work is to be performed.
- 5. Owner/ customer is responsible for the crane costs to place the liner.
- 6. To provide 110 volt, 30 amp minimum electrical service in close proximity to the tank(s) or a maximum of 100 feet.
- 7. To provide all necessary welding for leak monitor port, internal flat face flanges on internal connections, valve containment boxes where required by regulation, and 4' x 5' roof machine hatch for liner placement, if tank is not a newly constructed tank.
- 8. To provide all necessary testing of existing tank(s) such as API 653 inspection, vacuum testing of floor weld seams, or any other testing as may be required by state regulation or containment rules prior to liner installation.
- 9. To water test the liner after installation to a point above the manway before the initial product fill.

Sincerely,

BRIAN HASSELBRING

Midwest Business Development – Project Manager

Hasselbring

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## PROPOSAL ACCEPTANCE

The above proposed specifications, terms, and conditions are satisfactory and are hereby accepted contingent upon our receipt of a Permit from our State Permitting authority for secondary containment, if applicable. Heartland Tank Services, Inc. is authorized to perform the work specified. Payment will be made as stated in the above terms. We understand that we will receive an invoice for a 10% deposit of the total material and installation after this acceptance, and upon receiving the invoice, we shall mail payment to Heartland Tank Services, Inc. at P.O. Box 3668, Englewood, CO 80155-3668.

Date: //(19/2021	
Item I: Internal Tank Liner:	YesX_ No
Item II: Under Tank Liner:	YesX No
Item III: Exterior Coating 47' x 40' Tank:	Yes No
Product to be Stored in Liner: UAN	- LIQUID FERTILIZER

GROWMARK, INC.

Operations Mar