

October 9, 2023

Mauricio Duarte Groton Utilities 295 Meridian Street Groton, CT 06340

RE: ROV Inspection of Gales Ferry Fairway Drive Tank CorrTech Proposal No. 16805

Dear Mr. Duarte:

CorrTech, Inc. is pleased to provide this proposal for inspection requirements for the following water storage tank;

## **Fairway Drive Hydropillar**

The main focus of this project is to evaluate the condition of the tanks and provide specific recommendations that will allow the owner to maximize the serviceable life and provide information for possible modifications and rehabilitation to improve operational effectiveness or replacement.

#### PROJECT SCOPE

### Comprehensive Tank Evaluations by ROV (Remotely Operated Vehicle)

CorrTech proposes a thorough inspection of the tank(s) in accordance with AWWA D101-53 (R1986) "Inspecting and Repairing Steel Water Tanks, Standpipes, Reservoirs and Elevated Tanks for Water Storage" Part A, NFPA, EPA and OSHA standards as applicable. This inspection would be conducted by a two-man crew consisting of a NACE Trained Coatings Inspector and a qualified assistant. The interior underwater evaluations will be conducted using a Remote Operated Vehicle, (ROV). This specially designed underwater vehicle completely replaces the need for diving or taking tanks off line.

ROVs operated by CorrTech provides high quality video inspection of 100% of all internal surfaces, including the roof, through closed circuit TV. The video from the underwater camera is directly viewed on the ground by the inspector/operator.

A ROV evaluation requires no preparation by the client as the tank can be left completely on line during the inspection. Strict disinfecting procedures in accordance with AWWA C652-02 Section 4.4, for the ROV and umbilical cable will be implemented on site by the inspection team We would also supply the necessary inspection and safety equipment required for the external inspections.

All observations would be recorded by means of high-quality digital photographs and video recording (USB) and written field notes.

CorrTech will perform the inspection, sampling and testing to gather the required information. Each structure will be evaluated by the coatings and corrosion control team using non-destructive testing methods. The actual analysis and sampling/testing scheme to be followed for the specific tank will be determined in the field. The inspections will satisfy OSHA Requirements

The following methods are available for use in assessing the condition of each tank. CorrTech will employ destructive test methods, such as the cross-cut tape test, only when necessary and with the express permission of the tank owner.

- 1. Dry film thickness measurements of the exterior coating.
- 2. ASTM D3359 adhesion test methods A and B on the exterior coatings.
- 3. Visual examination from available ladders and scaffolding.
- 4. Upon request of client CorrTech will collect interior and exterior coating samples sufficient for laboratory testing; Samples would tested for total lead and chromium using the atomic absorption method, a separate fee will be charged.
- 5. Condition of paint on the interior and exterior including; approximate percent of rusting, type of paint failure and locations of concentrated paint failure.
- 6. Metal loss due to corrosion such as pitting, layered corrosion or physical damage. Special attention is paid to joints, seams, rivets and roof members.
- 7. Cathodic protection systems are inspected to assess the number of anode strings, presence or absence of reference cells and operation of a rectifier.
- 8. Foundation pads or ring walls are inspected for cracking and other deterioration. The floor plate flange and grouting are inspected as well.
- 9 Elevated tanks are inspected for signs of instability or shifting by observing the tower posts, tension rods and riser pipe.
- 10. All fasteners such as cotter pins, anchor bolts and turnbuckles are inspected for corrosion or failure.
- 11. Safety appurtenances such as ladders, anti-climb devices, anti-fall devices, painter's rails and balconies are inspected. their condition and OSHA compliance noted.
- 12. Adhesion would be measured on the exterior paint systems to determine if the system can be top coated, and how long it may last. This information is useful because it tells us whether we can recommend top coating instead of total removal.
- 13. Sanitary and security items such as lights, bug screens, hatches and padlocks will also be included in our written observations.

#### Report

Upon completion of the inspection, the data would be reviewed by our corrosion team for the preparation of the report and recommendations. The team would evaluate the results and determine if the tank is adequately protected against future corrosion and meets today's OSHA safety and sanitary standards. Any deficiencies would be discussed in the report with appropriate recommendations accompanied by estimates of cost. The report would be reviewed by a NACE Certified Coating Inspector for completeness and quality. The final report will contain color photographs from both interior and exterior surfaces. Our price includes one electronic (PDF) inspection report by email per tank and one (1) USB of each internal inspection.

#### **FEE SCHEDULE**

Based on the project requirements and the proposed scope of services, the following fee schedule is presented:

ROV Inspection of (1) Tank	\$2,686.00 Lump Sum
Condition Assessment Report	\$700.00 Lump Sum
Project Total	\$3,386.00
Paint Sample Analysis (if requested)	\$120.00 per sample
Cancellation Fee	\$550.00

### Qualifications and Limitations

The proposal is based on the following conditions and assumptions:

- Covid 19 impact may require scheduling flexibility. The health and safety of CorrTech's staff
  and customers is of prime importance, all CorrTech personnel follow and conform to our
  Covid-19 safety policies and protocols. Due to that, there is the possibility that some
  adjustments and alterations to planned travel and work schedules may occur that are
  beyond the control of CorrTech.
- 2. Applicable sales taxes will be charged on materials and services which are purchased as part of this proposal. If you are an exempt organization or reseller, a valid tax exemption or resale certificate must be presented to CorrTech prior to the material order in order to avoid this charge.
- 3. Tank inspections can only be conducted on tanks with roof access hatches that are a minimum 22-inches in diameter, the hatch opening must be unobstructed by piping, ladders or other interior structures. Bolted roof hatches must be opened and replaced by tank owner Where the owner has represented that the hatch is 22-inches and it is found to be smaller, CorrTech reserves the right to charge the cancellation fee quoted.
- 4. If a tank has no roof ladder, railing or secure anchor point to attach to then a direct inspection of the entire roof and roof vent screen cannot be completed. The inspectors will utilize a zoom digital camera to document conditions from the tank shell ladder.
- 5. This proposal is based on the presumption that the shell and roof ladder of the tank are in

- sound condition and are safe for climbing the tank. Cancellation fee will apply if CorrTech mobilizes inspection crew to the site and are unable to safely climb the tank.
- 6. Shell ladder must be within 24-ft of the ground. If CorrTech crew arrives on site and shell access ladder is more that 24-ft off the ground, delay costs of \$300/hour or stated cancellation fee will be charged.
- 7. Delays incurred by the CorrTech field crew related to access to the tank and/or site would be identified and discussed with additional costs approved at the quoted standby rate.
- 8. It is the responsibility of the tank owner to insure that the roof hatch lock is operable with key provided by owner. If the roof hatch lock is not operable, CorrTech will cut and remove the lock and charge the owner an additional \$350 fee. It is the responsibility of the Owner to have a replacement lock available during the time of the inspection. CorrTech would not reclimb the tank to install the replacement lock.
- 9. It is recommended that the tank water level be as high as the overflow level in order for best ROV inspection coverage of underwater surfaces and ceiling condition. Water level at the time of inspection is the responsibility of tank owner. CorrTech will utilize digital camera from roof hatch location to document above water surface conditions. CorrTech's fees remain the same as quoted regardless of water level at time of inspection.

This proposal is valid for sixty (60) days from the date set forth above. CorrTech's payment terms are upon receipt of invoice.

CorrTech's attached Standard Terms and Conditions will apply to this project. By providing your duly authorized signature below, you agree that the parties relationship, and the services to be provided, under this proposal shall be subject solely to CorrTech's Standard Terms and Conditions, and that any terms and conditions on your purchase order or other form that may vary from, conflict with, or purport to add to or modify, CorrTech's Standard Terms and Conditions shall not apply, even though such form may state otherwise. CorrTech hereby objects in advance to all such competing terms and conditions.

Please review the attached Standard Terms and Conditions carefully and let us know if you have any questions about them. If the scope of services, terms and conditions, and fee described herein is acceptable, then please indicate your acceptance by signing below and returning one original to our office.

Written authorization is needed before work can be scheduled.

Respectfully submitted,

Ben Palmer Project Manager

#### **CONTRACT AUTHORIZATION**

I, the undersigned, hereby represent that I am authorized to sign this proposal on behalf of Groton Utilities and that my signature constitutes a binding acceptance of this proposal No.16805, inclusive of the standard terms and conditions, as a valid and enforceable agreement between CorrTech, Inc. and Groton Utilities.

Date:	Ву:
	Authorized Representative
Print Name:	

## FOR ACCOUNTING PURPOSES, PLEASE COMPLETE THE INFORMATION BELOW:

PO# Assigned (if any)	Billing Contact Name
Address:	2 <sup>nd</sup> Line or PO Box
City:	State/ Zip:
Phone:	E-Mail

Any Special Billing instructions should be listed below:

#### STANDARD TERMS AND CONDITIONS

## 1. CorrTech, Inc.

- a) CorrTech, Inc. ("CorrTech") agrees to provide Client with the services set forth in the proposal pursuant to the terms and conditions ("Terms and Conditions") set forth herein. Together, the proposal and the Terms and Conditions shall constitute the complete agreement between CorrTech and the Client ("Agreement") for the services described in the proposal. If there is a conflict between the proposal and these Terms and Conditions, these Terms and Conditions shall control.
- b) Client shall designate in writing a person to acts as its Authorized Representative with respect to this Agreement.
- c) Client shall provide all information and criteria as to Client's requirements, objectives, and expectations for CorrTech's services including all numerical criteria that are to be met and all standards for development, design, or construction.

## 2. Billing and Payment

- a) Client agrees to pay CorrTech in accordance with the rates, charges, and/or amount set forth in the attached proposal. Invoices for CorrTech's services will be submitted either periodically or upon completion of such services, at the election of CorrTech. All such invoices shall be due and payable upon receipt unless both parties agree in writing to different terms.
- b) In the event payment is not timely made, the overdue balance shall bear interest at 1.5 percent per month or the maximum lawful allowable rate, whichever is higher.
- c) Client's failure to pay any invoice due to CorrTech within agreed upon terms will constitute a breach of this Agreement. Without waiving any other claim or right against Client, CorrTech may elect to terminate its performance of services upon failure by Client to pay amounts owed CorrTech when due by providing Client with ten (10) days written notice of CorrTech's intent to terminate. In the event of a termination by CorrTech, Client shall pay CorrTech for all services performed as of the date of termination, as well as all reasonable costs incurred as a result of such termination, including, but not limited to, interest, lost profits, and reasonable legal fees. The waiver by CorrTech of any of its rights under this Agreement in any one or more instance shall not constitute a waiver of any other rights hereunder or of such rights on any future occasion.

### 3. Right of Entry

a) Client hereby grants to CorrTech and its agents, staff, consultants, and contractors or subcontractors permission and the right to enter upon the subject worksite for the purpose of performing all acts, studies, and research in accordance with the proposal ("Right of Entry"). Should Client not own the site, Client warrants and represents by acceptance of the proposal that it has authority and permission of site owner and any site occupant to grant CorrTech this Right of Entry. b) Client represents and acknowledges that it is now and shall remain in control of the site at all times. CorrTech shall have no responsibility or liability for any aspect or condition of the site, now existing or hereafter arising or discovered. CorrTech does not, by this Agreement, assume any responsibilities or liability with respect to the site.

## 4. Site Disturbance Resulting from Work

- a) Client hereby recognizes that the use of equipment necessary to perform CorrTech's services may affect, alter, or damage the terrain, vegetation, buildings, structures, and equipment in, at, or upon the site. CorrTech shall not be liable to Client for such effect, alteration, or damage. CorrTech will take reasonable precautions to limit such effects, alterations and damage.
- b) Client shall provide CorrTech with all previous studies, plans, or other documents pertaining to the work in Client's possession or reasonably obtainable by Client, in support of CorrTech's services. CorrTech will use reasonable care, to locate subsurface structures in the vicinity of CorrTech's subsurface explorations. Client recognizes that it is impossible for CorrTech to assure the sufficiency of such information. Accordingly, Client waives any claim against CorrTech, and agrees to defend, indemnify and hold CorrTech harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to CorrTech from Client, or from CorrTech's reasonable reliance on such documents or information.

#### Standard of Care

CorrTech shall perform its services in a professional manner consistent with the standard of care applicable to similar services in the jurisdiction where the project is located ("Standard of Care"). Client agrees that CorrTech is providing no warranty or guarantee, either expressed or implied, in connection with its services, unless expressly contained in these Terms and Conditions.

### 6. Insurance

CorrTech represents and warrants that its staff is protected by Worker's Public Liability and Property Damage insurance policies. Client agrees that CorrTech will not be liable or responsible to Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

# 7. Construction Observation Services

- a) Client agrees that any and all construction services related to CorrTech's services will be performed by a contractor retained by Client ("Contractor"), and that CorrTech shall have no responsibility or obligation for the performance of Contractor.
- b) The purpose of CorrTech's site visits will be to enable CorrTech to better carry out the duties and responsibilities specifically assigned to CorrTech in this Agreement. CorrTech shall not, during such visits, or at any time, or as a result of CorrTech's observations of

Contractor's work, supervise, direct, or have control over Contractor's work, nor shall CorrTech have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing its work, including, but not limited to, those under the Occupational Safety and Health Act of 1970. Accordingly, CorrTech neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

c) It shall be Client's responsibility to notify the appropriate federal, state, or local public authorities or agencies, as required by law or otherwise of any condition that could in any way constitute a danger or threat to public health, safety, or the environment, arising out of, or in any way related to work performed in accordance with CorrTech's services.

#### 8. Documents

All logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CorrTech shall constitute CorrTech's instruments of service, and shall remain the property of CorrTech. CorrTech will retain all pertinent records relating to the services performed for a period of five (5) years following submission, during which period, the records will be made available to Client at CorrTech's office at all reasonable times. Copies will be prepared by CorrTech for Client for reasonable cost of reproduction.

## 9. Governing Law and Severability

- a) This Agreement shall be governed by the laws of the State or jurisdiction in which the CorrTech office that issued the proposal is located, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction.
- b) Each provision of this Agreement is severable and distinct from and independent of every other provision hereof. If one provision is declared void or unenforceable, the remaining provisions shall remain in effect. The terms contained in Section 9 shall survive the termination or expiration of this Agreement.

### 10. Indemnification

To the fullest extent allowed by law, Client shall indemnify and hold CorrTech, its affiliates, directors, officers, employees and agents harmless from and against all claims, losses, damages, liabilities, costs, attorney fees and expenses sustained or incurred, directly or indirectly, to the extent arising out of or relating to this Agreement, including, but not limited to, the negligent acts, errors, omissions, the treatment, storage, disposal or transportation of toxic or hazardous waste or contaminating substance, violation of any federal, state, or local statute, regulation, or ordinance relating to hazardous waste and environmental contamination by Client, its affiliates, directors, officers, employees, contractors and agents in the performance of professional Services by Engineer and its Sub-consultants.

# 11. Confidentiality

As a result of the performance of CorrTech's services, CorrTech may have access to information and materials of a highly sensitive nature belonging to Client, including confidential information. CorrTech agrees that CorrTech shall not, without Client's prior written consent, disclose, make commercial or other use of, or give or sell to any person, firm, or corporation, any confidential information received directly or indirectly from Client or acquired or developed in the course of the performance of this Agreement unless: (1) required to do so pursuant to applicable law; or (2) it is rightfully in the possession of CorrTech from a source other than Client prior to the time of disclosure of the information to CorrTech under this Agreement; or (3) it was in the public domain prior to the time of the CorrTech's receipt; or (4) it was independently developed by CorrTech prior to the time of receipt.

### 12. Claims and Disputes

- a) Any and all claims, disputes or other matter in question arising out of or related to the services provided by CorrTech shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in a place mutually agreed upon.
- b) If the parties do not resolve a dispute through mediation, the dispute shall be subject to [arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement] [or] [litigation in a court of appropriate jurisdiction in the state or jurisdiction in which the CorrTech office that issued the proposal is located.

# 13. Limitation of Liability

- a) CorrTech and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to CorrTech's services.
- b) To the fullest extent permitted by law, the total liability of CorrTech, its officers, directors, employees, agents, and contractors to Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CorrTech's services, the project or this Agreement shall not exceed the total compensation received from CorrTech under this Agreement.

#### 14. Delays

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In the event that CorrTech's services are interrupted due to causes beyond its control, CorrTech shall be compensated by Client for the labor, equipment and other costs CorrTech incurs in order to maintain his or her workforce for Client's benefit during the interruption. Notwithstanding the foregoing, CorrTech shall not hold Client responsible for damages or delays caused by acts of God or other circumstances beyond Client's control, and which could not reasonably be anticipated or prevented.