

**RESOLUTION NO. 4222**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MILES CITY AND LIQUID ENGINEERING CORPORATION FOR THE SUPPLY OF ALL MATERIALS AND SERVICES FOR THE INSTALLATION OF A CLEARWELL BAFFLE SYSTEM AT THE MILES CITY WATER TREATMENT PLANT.**

*WHEREAS*, the City has received quotes for the supply of all material and services for the installation of a clearwell baffle system at the Miles City Water Treatment Plant;

*AND WHEREAS*, Liquid Engineering Corporation has submitted the lowest responsible quote, and the City and Liquid Engineering Corporation desire to enter into an Agreement setting forth the obligations and responsibilities of the parties;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The City of Miles City hereby approves the Agreement between the City and Liquid Engineering Corporation, attached hereto as Exhibit "A," and authorizes the Mayor to execute the same on behalf of the City, and to bind the City thereto; and
2. The Mayor is hereby authorized and empowered to execute such further documents as may be necessary to carry out the terms of said Agreement.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8<sup>TH</sup> DAY OF JANUARY, 2019.**

  
\_\_\_\_\_  
JOHN HOLLOWELL, Mayor

ATTEST:



Lorrie Pearce, City Clerk



Fax – (406) 651-0120

**Proposal Number  
53063**

Please reference the Proposal  
Number above on all Purchase  
Orders issued.

### Scope of Work – Baffle Installation

This Potable Water System Proposal is made this date, by and between **City of Miles City** of the state of **Montana**, (hereinafter “Client”) and **Liquid Engineering Corporation, of Billings, MT**, (hereinafter “LEC”). LEC will provide all labor, specialty equipment and insurance to evaluate your facilities.

#### Scope of Services

Liquid Engineering Corporation (LEC) proposes to provide Client with all materials and services for the installation of the Clearwell Baffle System. LEC will complete the baffle installation in accordance with KLJ Project No. 2417106 specifications dated September 19, 2018 and all applicable OSHA, AWWA and ADC standards, procedures, and regulations for underwater operations in potable water environments.

#### Baffle System Installation includes:

- All materials necessary for the installation procedure (support frame, fasteners and curtain).
- Cleaning of clearwell prior to installation operations.
- Perform an inspection of the clearwell to field verify dimensions prior to material fabrication.
- Perform 1-year Warranty Inspection including videotape of installed Clearwell appurtenances.

**Assumptions** - Based upon information obtained via the systems interview conducted for your facility, the following assumptions were made. Should conditions vary from those stated, additional charges could apply.

- Prior to arrival, and during underwater operations, water level in tanks/clearwells to remain full.<sup>1</sup>
- Client’s Point-of-Contact will be available for access, as well as authorization of any additional requested work.
- Facilities are accessible with LEC’s standard truck/trailer combo (overall length – Crew Cab = 23’ / Trailer = 22’).<sup>2</sup>
- Access into tanks/clearwells are sufficient for man entry (i.e. 24” dia), with no obstructions in the hatchway.
- There are no special discharge requirements (i.e. long distances / permits).
- LEC’s Dive Maintenance Technicians will have unlimited access to work 8 hours per day, 7 days per week.
- To eliminate any concerns of accidental leakage or line rupture, all hydraulic equipment utilized during underwater cutting or drilling will be powered by food-grade fluid.

Underwater interior video documentation will be completed with real-time closed circuit high-resolution color underwater video equipment. All pertinent findings will be recorded on DVD format (including dive maintenance technician’s findings and narrative summary).

**Underwater Operations** – All Dive Maintenance Technicians and associated in-tank equipment are fully disinfected in accordance with AWWA Standard C652-02. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment dedicated to in-service potable water operations.

#### Miscellaneous

All services provided by LEC will be completed in a professional workmanlike manner according to the Terms and Conditions of this Proposal. Any alteration or deviation from the Terms and Conditions of this Proposal, or additional services, involving additional costs, will be completed only upon written authorization by Client or Client’s Authorized Representative.

This Proposal is contingent upon weather, delays or other matters beyond LEC’s control. Client will carry fire, tornado, and other necessary insurance. LEC will provide all other required insurance coverage, including, but not limited to, General Liability, Employer Liability and Workmen’s Compensation Insurance during all operations (certificate of insurance available upon request).



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**Reservoir Information – Maintenance**

<u>Tank</u>	<u>Capacity</u>	<u>Dimensions</u>	<u>Type</u>
Clearwell	222,000	11' high x 60' L x 40' W	Concrete – b/g

**Costing**

**Complete Underwater Baffle System Installation      \$ 59,675.00**

Pricing is based on specification provided to LEC (KLJ Project No. 2417106 dated September 19,2018).  
Should conditions identified during the pre-fabrication inspection alter the fabrication of the baffle wall system,  
additional charges may occur.

*(Prior written approval will be obtained from Client's Authorized Representative for any additional charges outside the Scope described herein).*

1. Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby charges.
2. Access requiring portable set-up (i.e. truck only), will incur an additional setup/tear-down charge.

*Pricing above does not include Local, State or Franchise Taxes - if any.*

This Proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and LEC hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. Client acknowledges that payment is due and payable **Net 30 upon completion of on site work**. Progress billing will be applied on any contract whose duration is longer than ten (10) days. A finance charge on past-due accounts is computed at a periodic rate of 1.5% per month, which is an annual percentage rate of 18% applied to past due accounts.

In the event Liquid Engineering Corporation is required to bring suit to enforce its rights under this Agreement, to collect any and all payments due and owing under this Agreement, or to otherwise determine, protect or enforce its rights and remedies under the Agreement or at law or equity, Liquid Engineering Corporation will be entitled to recover from the client its reasonable attorney's fees, expert fees, costs and expenses incurred in connection therewith.

**City of Miles City**  
PO Drawer 910  
Miles City, MT 59301

**LIQUID ENGINEERING CORPORATION**  
P.O. Box 80230  
Billings, MT 59108

Accepted & Agreed per Costing Breakdown  
Attached Hereto and by Reference Included Here Under

(800) 438-2187 Voice / (406) 651-0120 Fax

By: 

By:  - Fred Muller

Title: MAYOR

Title: **President**

Date: 1-8-19

Date: **December 6, 2018**

Note: This proposal may be withdrawn if not accepted within 90 days from the above LEC signature date.