



"100 years and still climbing"

Tuesday, June 20, 2023

Alan Carpenter
Richmond Water Department
P.O. Box 285
281 Esplanade St.
Richmond, VT 05477
802-434-2178
802-329-2003 Cell
acarpenter@richmondvt.gov

Dear Mr. Carpenter,

As a commitment to quality and customer satisfaction, Liquid Engineering Corporation (LEC) joined the Pittsburg Tank & Tower Group (PTTG) family in 2018. Our partnership provides our customer base with over 100 years of quality tank maintenance and repair services. We are proud to present this proposal to assist you in further understanding of your tank needs.

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has provided tank services to customers in over 60 countries. The wealth of experience PTTG brings to its vast array of tank services includes but is not limited to tank maintenance, dismantling, internal/external painting, repairs, tank raising, and various modifications.

At PTTG, it's not only about the products and services we provide, but the quality of people as well. As a family-owned and operated company with a commitment to the safety and health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve SHARP certification (Safety and Health Achievement Recognition Program) and are recognized as a drug-free workplace.

Again, Liquid Engineering Corporation is pleased to provide you with this proposal on PTTG's behalf and we look forward to working with you throughout the process. We hope this demonstrates LEC's continued commitment to meet each one of our customer's needs and requirements. Please feel free to contact me should you have any questions or concerns, or if you simply want to discuss the proposal further. I can be reached at 800-438-2187.

Liquid Engineering Corporation

LEC

Lawna Hergenrider

Project Manager

406-869-3156 - Direct

800-438-2187 x 56- Toll Free

406-651-0120 - Fax

lhergenrider@liquidengineering.com



7 East Airport Road P.O. Box 80230 Billings, MT 59108-0230
P: 800-438-2187 Fax: 406-651-0120
web@liquidengineering.com www.liquidengineering.com

Tuesday, June 20, 2023

TO : Richmond Water Department
P.O. Box 285
Richmond, VT 05477
FAX : 802-329 2003
EMAIL : acarpenter@richmondvt.gov

ATTN : Alan Carpenter
PHONE : 802-434-2178
CELL : 802-329-2003

Re: F&S mixer for Richmond Water Department.

To fabricate and shop assemble the following items.

<u>Quantity</u>	<u>Item Description</u>	<u>Amount</u>
1	Gridbee Mixing System (G-12)	\$24,323.00

F.O.B. Henderson, KY
No Federal, State or Local taxes/Permits included
Price is firm for 30 days
Additional charge may apply for shipping costs and will be invoiced.

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved •
New and Used Tanks

Tuesday, June 20, 2023

Terms & Conditions

- 1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman's Compensation, Occupational Disease, Employer's Liability, and General Liability.
- 2) If tank is to be drained prior to our arrival, it shall be drained by owner, if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.
- 3) If needed a pressure release valve will be furnished during the cleaning and painting operation. Owner required to notify PTTM prior to mobilization if required.
- 4) In the event interior and/or exterior complete tank repainting is not included in this scope of work, all new tank appurtenances furnished and installed by PTTM as part of this scope of work shall be field primed and finish coated to match existing coating system(s), unless specifically excluded from our scope of work. Color to match as close as possible.
- 5) No paint shall be applied during wet, damp, or inclement weather.
- 6) All paint will be delivered to the job site in original containers with contents identified by the manufacturer.
- 7) If necessary, customer will be required to clear/move vehicles and equipment a safe distance from the job site to prevent damage and place physical barricades around the perimeter to restrict access.
- 8) Work to be performed using our standard wage scale with Open Shop personnel, by mechanics skilled in their trade.
- 9) All workmanship is guaranteed for twelve (12) months after completion.
- 10) Owner is to provide dumpster(s) for trash, paint consumables, blast media, and all other waste produced during course of job, including disposal of said waste.
- 11) Handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the submitted quotation for work. Unless specifically included in our scope of work.
- 12) This quote does not provide for the shrouding or containment of blast media and paint.
- 13) Owner understands and agrees any Federal, State, and Municipal taxes imposed on Contractor with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Contractor. PTTM does not include costs for any permits, local licenses, fees, etc. in this proposal.
- 14) OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law.
- 15) In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky.
- 16) OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

TERMS

50% with Order; Balance upon Completion OR Mutually Agreed Payment Terms
MasterCard, Visa and American Express are accepted, with prior authorization
Payments made by credit card will be subject to a processing fee of 3%.
Interest will be applied to payments not received in accordance to payment terms.

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment, and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS

Accepted : _____, 2023

Company : Richmond Water Department

By : _____

Title : _____

Respectfully Submitted by:
Pittsburg Tank & Tower Group
Maintenance Division

By : _____
Jordan Pyles, Executive Director of Sales
jpyles@pttg.com
270-869-9400 Ext: 4601

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved •
New and Used Tanks



June 23, 2023

Mr. Allen Carpenter
Town of Richmond
203 Bridge St.
Richmond, VT. 05477

Dear Mr. Carpenter,

Thank you for the opportunity to qualify to bid on Town of Richmond-RFP Water Tank Mixer and Tank Cleaning.

In response to the Request, I have included alternate bids for the services. There are two separate quotes enclosed as per our last visit. Liquid Engineering installed the mixer and Pittsburg Tank and Tower provided the mixer.

As far as the warranty is concerned, during the first year you will contact Pittsburg Tank and Tower. If anything arises after that you will contact the manufacturer of the mixer, IXOM.

Please feel free to contact me if you have any questions or concerns regarding our proposal. I look forward to working with you again.

Best regards,

A handwritten signature in cursive script, reading "Lawna Hergenrider".

Lawna Hergenrider
Account Executive
P.406-869-3156
P.800-438-2187
F. 406-651-0120

**Proposal Number**
58412Please reference the Proposal
Number above on all Purchase
Orders issued.

<u>Tank</u>	<u>Capacity</u>	<u>Dimensions</u>	<u>Type</u>	<u>Cubic Yards Included</u>
Richmond	750,000	25' high x 116' L x 47' W	Concrete - s/b	48 (3 inches)

Costing**Cleaning****\$ 8,340.00**

Pricing above is based on 100% Scheduling cooperation.

RIDERS – Additionally Requested Services

{Billed upon completion, as necessary and requested}

Underwater Removal of Mixer & Underwater Installation of New Mixer**\$ 1,830.00**

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

1. Additional work will be conducted at a negotiated rate.
2. Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby/mobilization charges.
3. 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%.

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.

Richmond Water Department
P. O. Box 285
Richmond, VT 05477

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: _____

- Chad Campbell

Title: _____

Title: **Vice President**

Date: _____

Date: **June 23, 2023**

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



Fax – (406) 651-0120

Proposal Number
58412

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

Scope of Work - In-Service Cleaning / Mixer Removal and Installation

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

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.

In-Service Cleaning

In-service removal of accumulated bottom sediment is accomplished using LEC's proprietary HydroDyne™ cleaning equipment. Normal cleaning prices provided include removal of sediment accumulations up to the first three inches (3") in depth or cubic yards given on reservoir information breakout.¹ Material above the three inches (3") or material that cannot be vacuumed with LEC's HydroDyne™ (e.g., concrete, gravel, misc. materials or compact sediment requiring the use of a hand nozzle), is considered additional work.¹

For normal cleaning operations client shall make available an approved discharge location (sewer, cofferdam, etc.) within 300' of the reservoir access hatch. (Site-specific discharge recommendations can be provided by LEC upon request).

Deliverable – Prioritization Schedule

The deliverable provided on site will consist of LEC's interior video documentation.

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.²
- 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').³
- 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).
- **It is the client's responsibility to ensure all transmitting antenna that create unsafe working conditions for LEC employees are deenergized prior to the start of LEC operations in accordance with OSHA Non-Ionizing Radiation protection guidelines as found in 29 CFR 1910.97.**
- **Electrical work for mixers is the responsibility of client.**

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).



Proposal Number
58412

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

Billing / Invoice Requirements

Please return Accounting / Billing information to Fax – (406) 651-0120 or web@liquidengineering.com

Customer Name: Richmond Water Department, VT

Contact for Accounting/Billing

Name: _____ Title: _____

Phone: _____

Preferred Delivery Method: ☐ Fax, ☐ Email, ☐ Postal Mail ☐ Other _____

Is a Purchase Order required? ☐ Yes, ☐ No (Please forward PO when issued)

Fax: _____

Email: _____

Address _____

City _____ State _____ Zip Code _____

Additional Notes/Instructions:
