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## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	67046897
Entity Name	LIQUID ENGINEERING CORPORATION
Status	ACTIVE

#### Entity Information

Entity Type	CORPORATION
Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	Thursday, 4 March 2010
State	MONTANA
Duration Date	PERPETUAL

#### Agent Information

Name	INCorp SERVICES, INC
Address	901 S 2ND ST STE 201 SPRINGFIELD , IL 62704
Change Date	Thursday, 29 September 2011

#### Annual Report

Filing Date	00/00/0000
For Year	2021

#### Officers

President Name & Address	FRED MULLER, JR 1824 IRIS LN. BILLINGS, MT 59102
Secretary Name & Address	KRYSTAL CHOUINAVEL 2601 SHADOW WOOD TRL. LAUREL, MT 59044

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**SECTION I**  
**REQUEST FOR PROPOSALS (RFP)**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Drinking Water Reservoir Cleaning and Inspections**  
**Proposal No. 21-105**  
**Issuance Date: January 6, 2021**

The Village of Oak Park (Village) will be accepting Proposals from qualified consultants to provide cleaning and inspection services to four (4) underground concrete drinking water reservoirs. The Public Works Department will review and evaluate the proposals. Any agreement awarded as a result of this Proposal will be executed by the Village Manager as authorized by the Village Board.

Proposals will be accepted at the Oak Park Public Works Center, 201 South Blvd., Oak Park, IL 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., until 3:00 p.m. local time on Wednesday, January 27, 2021.

Specifications and Proposal forms may be obtained at <http://www.oak-park.us/bid> or by calling the Public Works Center at 708.358.5700.

Due to COVID-19 separation protocols, the Oak Park Public Works Center is closed to the public. To hand deliver proposals, proposers may leave their proposals in the Public Works mailbox or call 708.358.5700 and a representative will accept the bid package at the door. There will not be a formal "bid opening" for the contract. Electronic signatures will be accepted on all documents.

The Village Board reserves the right to accept or reject any and all proposals, to waive technicalities, or to accept any item of any proposal. Information is available from Orlando Velasquez, Senior Pumping Station Operator at 708.358.5749 or [Ovelasquez@oak-park.us](mailto:Ovelasquez@oak-park.us).

**Submission of Proposals:**

Proposals shall be submitted on the Proposal Form included herewith. Proposals shall be submitted on official company letterhead. The proposal shall be submitted in a sealed envelope marked "**Proposal: 21-105 Drinking Water Reservoir Cleaning and Inspection**", shall bear the return address of the proposer, and shall be addressed as follows:

To: Orlando Velasquez  
Senior Pumping Station Operator  
Department of Public Works  
201 South Blvd.  
Oak Park, IL 60302

Do not detach any portion of this document. Upon formal award to the successful Consultant, a written agreement will be executed for the Project in substantially the form attached.

In responding to this Request for Proposals the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

**SECTION II**  
**PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS**

**Preparation and Submission of Proposal**

The proposal must be submitted on the forms furnished and delivered to the Public Works Department by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of the post-marked time on the envelope. All blank spaces on the proposal form must be completed if applicable. The proposal must be signed by an authorized officer of the Consultant entity. The proposal is contained in this document and must remain attached thereto when submitted.

**Award of Contract**

The Village will select a Consultant it determines most advantageous, considering cost, demonstrated competence, integrity, capacity to perform the services, and other qualifications for the type of services required.

**Contract Term**

The initial contract term shall be from the date of award to July 30, 2021. The Consultant shall begin performing the services within fourteen (14) days of a notice to proceed from the Public Works Director or his designee.

**Costs of Preparation**

The Village will not be responsible for any expenses incurred in preparing and submitting a Proposal or entering into the applicable Agreement.

**Consultant's Certification**

Consultants and all proposed subConsultants must complete the Consultant Certification in Section VIII of this RFP. If the Consultant submits a false certification, the Village will disqualify the Consultant from contracting, or if a contract has already been executed, it will be deemed void. If the false certification is made by a subConsultant, then the Consultant's submitted bid will not be declared void if the Consultant terminates the subcontract upon the Village's request after a finding that the subcontract's certification was false.

The successful consultant will be required to procure and maintain an Illinois Secretary of State Certificate of Good Standing for the duration of the execution of this project.

**Taxes not Applicable**

The Village of Oak Park, as a municipality, pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should not be included in price quotations.

**Withdrawal of Proposals**

Any Consultant may withdraw its Proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of Proposals, by signing a request therefore. No Consultant may withdraw or cancel its Proposal for a period of sixty (60) calendar days after the advertised closing

time for the receipt of Proposals. The successful Consultant may not withdraw or cancel its Proposal after having been notified that the Proposal was accepted by the Village Board of Trustees.

#### **Investigation of Consultants**

The Village will make such investigations as are necessary to determine the ability of the Consultant to fulfill Proposal requirements. If requested, the Consultant should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Proposals. In addition, the Consultant shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Proposal. The Village reserves the right to visit and inspect the premises and operation of any Consultant.

#### **Rejection of Consultant**

The Village will reject any Proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Proposal from a Consultant that failed to satisfactorily complete work for the Village under any previous agreement.

#### **Conditions**

Consultants are advised to become familiar with all conditions, instructions and specifications governing the work. Consultants shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Proposal.

#### **Compliance with Applicable Laws**

The Proposer will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

#### **Governing Law**

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

#### **Subletting of Agreement**

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Consultant's Proposal. In no case shall such consent relieve the Consultant from its obligations or change the terms of the Agreement.

#### **Interpretation of Agreement Documents**

Any Consultant with a question about this Proposal may request an interpretation thereof from the Village no later than 8:00 A.M. on Monday, January 18, 2021. If the Village changes the Proposal, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will post the Addenda on the Village website no later than 1:00 P.M. on Wednesday, January 20, 2021. All Proposers will be responsible to check for any addenda. The Village will not assume responsibility for receipt of such addenda. In all cases, it will be the Consultants responsibility to obtain all addenda



issued. Consultants will provide written acknowledgment of receipt of each addendum issued with the Proposal submission on the sealed bid envelope.

#### **Minority Business and Women Business Enterprise Requirements**

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Consultants and sub-Consultants to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

#### **Agreement**

The selected Proposer shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Consultant and returned within ten (10) calendar days after the Agreement has been mailed to the Consultant. The Consultant shall execute three copies of the Agreement. One fully executed copy will be returned to the Consultant. See Section XI for a sample copy of the agreement.

#### **Fees and Cost**

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

#### **Dispute Resolution**

The Village of Oak Park does not agree to mandatory arbitration of any dispute.

#### **Familiarity with Scope of Services, Terms Conditions and Requirements**

Consultants shall familiarize themselves with the full contents of this RFP and all conditions which affect their proposal or ability to complete the contract. Once a proposal has been submitted, the Consultant's failure to have read and understand all the conditions, instructions and specifications of this Request for Proposals shall not be cause to alter the terms of the contract or bid.

#### **No Collusion**

The Consultant must disclose any person, firm or entity that has an interest in this contract, including subConsultants. If at any time it shall be found that Consultant has colluded with any other person, firm, or corporation in procuring this Contract, then Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

#### **Defaulted Consultants**

The Village of Oak Park will not award a contract to any person or entity that has breached or failed to perform under any contract with the Village or which owes any debt to the Village.

#### **Village of Oak Park Logo or Likeness Use**

The official logo of the Village or Park District of Oak Park is not to be used in any form. Use of the Village or Park District logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

## **SECTION III**

### **DETAILED SPECIFICATIONS**

#### **Introduction**

The Village of Oak Park will be accepting Proposals from qualified Consultants to provide cleaning and inspection services to its four (4) underground concrete drinking water reservoirs. The consultant will provide the Village with a formal written report regarding the findings of the inspections for each reservoir. The consultant will also provide the Village with a high quality/resolution video documentation of the inspection for each reservoir in its entirety. Cleaning and inspection methods shall conform to those described in ANSI/AWWA Standard C652-19 "Disinfection of Water-Storage Facilities". All work performed including cleaning and inspection services shall comply with all applicable local, state, and federal rules and regulations.

#### **Deadline**

Cleaning and inspection services shall be performed within the date range of March 1, 2021, and June 1, 2021. The cleaning and inspection of all four (4) reservoirs will be completed within fourteen (14) calendar days from start to finish, unless the Consultant provides a written request for an extension and receives written authorization from the Village. All related documentation and/or reports shall be furnished to the Village no later than June 30, 2021, or within thirty calendar days after cleaning and inspection services have been completed, whichever is sooner.

#### **Background**

- Oak Park's geographic footprint is 4 – 1/2 (4.5) square miles, 3 miles x 1 – 1/2 (1.5) miles
- Four underground concrete reservoirs located at three separate pumping stations
- Reservoirs are named by their cardinal directions in reference to Oak Park (East, West, North, and South)
- East, North, and South Reservoirs have a capacity of 2 - 1/2 (2.5) million gallons (MG)
- West Reservoir has a capacity of five (5) MG, dimensions: 125' x 226' x 12.5', built circa 1923
- East and West Reservoirs are connected in series and located at the Central Pumping Station
- East Reservoir was built in 2003
- North Reservoir is located at the North Station, built in 1963, dimensions: 143' x 123' x 21'
- South Reservoir is located at the South Station, built in 1963, dimensions: 143' x 123' x 21'
- North and South Stations are located approximately 2 – 1/2 (2.5) miles away from each other and approximately 1 – 1/4 (1.25) miles, in their respective direction, away from the Central Station
- All reservoirs are internally supported by several load bearing columns
- All reservoirs have 3' x 3' access hatches

#### **Scope of Work**

Consultants that can offer remote operated vehicle and diver inspection/cleaning methods are encouraged to submit proposals for both methods. Upon the review of all proposals received, the Village shall choose the best suiting method. A formal written report shall be provided to the Village by the consultant regarding the finding of the inspection and cleaning for each reservoir; for more information about report specifications, refer to "**Report**" of Section III of this RFP.

- Complete inspection and cleaning of all four reservoirs
- Inspection and cleaning must be performed underwater; reservoirs will not be drained for any portion of these services, to the extent permitted by local, state, and/or federal requirements.
- Any equipment or personnel entering the reservoirs shall be disinfected in accordance with ANSI/AWWA Standard: C652-19
- All work performed shall comply with ANSI/AWWA Standard: C652-19. Requirements regarding but not limited to: equipment, personnel, safety, and disinfection shall be met.
- Inspection shall include but not be limited to: inlet and outlet pipes and drains, capacity level and head range, support columns (size and style), platforms, overflow weirs and pipes (size and style), vents (size and style), floors, walls, roofs, pitting, ladders, baffles, overflows, site dimensions, safety devices, access hatches, safety and security considerations
- All safety and rescue equipment and personnel necessary to execute this Project shall be provided by the consultant
- Chlorine residual and coliform bacteria samples will be collected by the Village
- Damage to Village property, equipment, and/or water quality during the execution of this Project will not be accepted

## **Report**

### **A. Format**

- PDF
- Three hard copies
- DVD/ Electronic Version of all photos

### **B. Contents**

- Statements outlining the conditions of the interior piping and structural conditions/integrity
- Statements regarding but not limited to the items mentioned in this RFP's Scope of Service
- Documentation of existing sediment
- Recommended Rehabilitation/ Repair
  - Cost Estimate
  - Schedule
- Photographs
- High Quality/ Resolution Video Documentation of the entire underground inspections
- Report shall be comprehensive enough to use in the preparation of construction documents for the potential future installation of a mixing device in the West Reservoir and/or comprehensive enough to use in the preparation of construction documents for the potential rehabilitation/replacement of the West Reservoir
- All portions of reports shall be turned in to the Village within thirty calendar days of the completion of inspection and cleaning of each reservoir or by June 30, 2021, whichever is sooner



**SECTION IV**  
**PROPOSAL FORM**

This Proposal is offered for acceptance by the Village of Oak Park within sixty (60) calendar days from the date of opening. The Proposer has read and agrees to all terms and conditions of this RFP# 21-105 for Village of Oak Park Drinking Water Reservoir Cleaning and Inspections.

**Qualifications and Proposal Submittal Requirements**

- Provide brief information about firm's background and capabilities
- Provide references from three different projects similar in nature to that of which is described in this Scope of Service, preferably, but not necessarily, in Illinois
- Brief resume of key personnel that would be assigned to this project
- Project scope and approach
- Provide time frame for completion of entire project
- Provide list of accreditations and certifications
- Plan for equipment storage, if necessary. Street parking is not an option.

Company Name Liquid Engineering Corporation

By:   
(Signature)

Printed Name Fred Muller

Title President

Email bbirchell@liquidengineering.com

Company Address P.O. Box 80230

Billings, MT 59108

Date of Proposal 25 January 2021

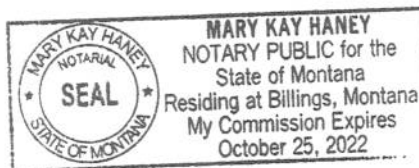
Telephone # 800-438-2187

Subscribed and sworn to before me this 25th day of January, 2021.

Mary Kay Haney in the State of Montana. My Commission  
Notary Public

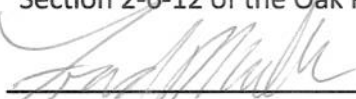
Expires on 1/25/20

Mary Kay Haney



**SECTION V**  
**PROPOSER CERTIFICATION**

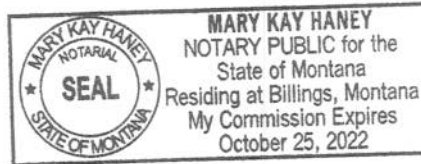
Liquid Engineering Corporation, as part of its Proposal on an agreement for Drinking Water Reservoir Cleaning and Inspections for the Village of Oak Park, hereby certifies that said Proposer selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to Proposing Requirement.

  
Fred Muller  
(Authorized Agent of Proposer selected)

Subscribed and sworn to before me this 25th day of January, 2021.

  
Notary Public's Signature

- Notary Public Seal -



**SECTION VI**  
**TAX COMPLIANCE AFFIDAVIT**

Fred Muller, being first duly sworn, deposes and says:  
that he/she is President of  
(partner, officer, owner, etc.)  
Liquid Engineering Corporation.  
(Proposer selected)

The individual or entity making the foregoing Proposal or Proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

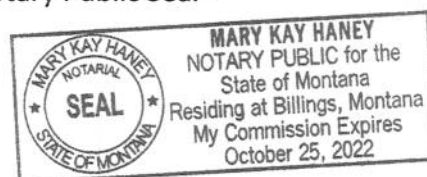
Fred Muller - President  
(name of Proposer if the Proposer is an individual)  
(name of partner if the Proposer is a partnership)  
(name of officer if the Proposer is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 25th day of January, 2021.

  
Notary Public's Signature

- Notary Public Seal -



**SECTION VII**  
**ORGANIZATION OF PROPOSING FIRM**

**Please fill out the applicable section:**

**A. Corporation:**

The Consultant is a corporation, legally named Liquid Engineering Corporation and is organized and existing in good standing under the laws of the State of Montana. The full names of its Officers are:

President Fred Muller

Secretary Krystal Chouinard

Treasurer Jeremy Dixon

Registered Agent Name and Address: \_\_\_\_\_

The corporation has a corporate seal. (In the event that this Proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Consultant is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Consultant is a Partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of

the affiliation: Pittsburg Tank and Tower Group

  
\_\_\_\_\_  
Signature of Owner

**SECTION VIII**  
**COMPLIANCE AFFIDAVIT**

I, Fred Muller, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) President of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreeing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: \_\_\_\_\_

Name and address of Business: Liquid Engineering Corporation, P.O. Box 80230 Billings, MT 59108

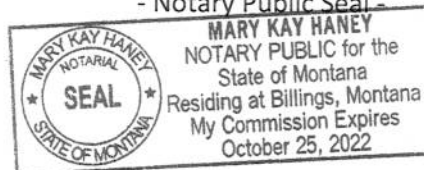
Telephone 800-438-2187

E-Mail fmuller@liquidengineering.com

Subscribed to and sworn before me this 25th day of January, 2021.

Mary Kay Haney  
Notary Public

- Notary Public Seal -



1 Affiliates means: (i) any subsidiary or parent of the agreeing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreeing business entity.



**SECTION IX**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

1. Consultant Name: Liquid Engineering Corporation
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
  - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
  - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
  - ☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- 21 Number of full-time employees
- 0 Number of part-time employees
4. Similar information will be requested of all sub-Consultants working on this agreement. Forms will be furnished to the lowest responsible Consultant with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: \_\_\_\_\_

Date: 25 January 2021

# EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report.

Contractor Name Liquid Engineering Corporation

Total Employees 21

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	5	3	2							1		1
Professionals												
Technicians	9											
Sales Workers	5											
Office & Clerical	2											
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

Fred Muller, being first duly sworn, deposes and says that he/she is the President (Name of Person Making Affidavit) (Title or Officer)

of Liquid Engineering and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 25th day of January, 2021

Mary Kay Haney 25 January 2021 (Signature) (Date)



**SECTION X**  
**NO PROPOSAL EXPLANATION**

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Proposal.

Proposal Name: **Project No. 21-105; Drinking Water Reservoir Cleaning and Inspections**

Comments: N/A

Signed: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Tony Miller", written over a horizontal line.

Phone: 800-438-2187



Fax – (406) 651-0120

Page 1 of 4

Proposal Number

**55887**

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

### Scope of Work - In-Service Clean & Inspect

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

#### In-Service Inspection

Interior and exterior inspections will review structural, sanitary, safety, security and any installed coating conditions. Reporting will be provided based on water tank inspection criteria, referencing applicable OSHA, EPA, AWWA, TCEQ and NFPA requirements. Minimum items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatches, external overflow and plumbing.

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).

Services will include detailed interior video documentation of the potable water tank(s) / clearwell(s) as described on page two (2).

**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.

#### 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.<sup>1</sup> 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 debris. Cleaning includes up to one hour of debris removal per tank at no additional charge.<sup>2</sup>

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 on site report, summary recommendations and Immediate Needs Assessment™, which documents discrepancies that require urgent action, and is supplemented by the interior DVD documentation.

Within approximately 30 days of completion of the onsite work, LEC's formal report will be delivered. This additional documentation will include a comprehensive listing of all discrepancies found, with corresponding photos and recommendations provided by LEC's specialists. Any cost estimates provided are estimated based on services provided by LEC and its specialists.

**Proposal Number****55887**

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

**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>3</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>4</sup>
- Access into tanks/clearwells are sufficient for man entry (i.e. 24" dia), with no obstructions in the hatchway.
- Exterior inspections will be performed from the ground, installed ladders, and exterior roof while utilizing installed ANSI & OSHA-certified personal fall protection equipment, without additional scaffolding or rigging.
- There are no special discharge requirements (i.e. long distances / permits).
- Pricing based on reaching all areas of reservoirs with LEC's standard 400' divers umbilical and 300' cleaning equipment.

**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).

**Reservoir Information**

<u>Tank</u>	<u>Capacity</u>	<u>Dimensions</u>	<u>Type</u>	<u>Cubic Yards Included</u>
East	2,500,000	21' high x 143' L x 123' W	Concrete – b/g	106 (2 inches)
North	2,500,000	21' high x 143' L x 123' W	Concrete – b/g	106 (2 inches)
South	2,500,000	21' high x 143' L x 123' W	Concrete – b/g	106 (2 inches)
West	5,000,000	21.5' high x 226' L x 125' W	Concrete – b/g	170 (2 inches)





Proposal Number

**55887**

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

**Costing****Cleaning / Inspection & Reporting****\$ 28,400.00**

**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.**

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

1. Bottom sediment in excess of three inches or cubic yards stated above will be removed at \$42.00 per cubic yard.
2. Debris removal in excess of one hour per tank will be charged at a rate of \$425.00 per hour.
3. Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby/mobilization charges.
4. 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 for onsite work 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.

**Village of Oak Park**  
129 Lake Street  
Oak Park, IL 60302

**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: \_\_\_\_\_

Title: **President**

Date: \_\_\_\_\_

Date: **January 25, 2021**

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



Proposal Number

**55887**

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](mailto:web@liquidengineering.com)

Customer Name: Village of Oak Park, IL

#### 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:

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