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AAJA-ZVJL15

REVISED June 21, 2022
April 14, 2022

Attention -

Public Works Director - Dave Leiker

Tim Aelmore - taelmore@belaire.kscoxmail.com



Tim Aelmore

Equipment Operator III

7651 E. Central Park Ave.

Bel Aire, KS 67226

P: (316) 744-2888

Proposal

Project Name:
City of Bel Aire KS 2022 CIPP

NOTE - Due to Resin pricing fluctuations – pricing valid thirty [30] days from proposal date

INSITUFORM TECHNOLOGIES herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the above referenced project.

ASSUMPTIONS AND QUALIFICATIONS

INSITUFORM has based this proposal on a **nominal wall thickness** for the Insitutube. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals: During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those, which are active. You may direct us to reinstate all or specific laterals as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected, and all will be internally reconnected using the Insitucutter. Specific service connections will

not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold **INSITUFORM TECHNOLOGIES** harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Prime Contractor will externally reconnect the service at no cost to **INSITUFORM TECHNOLOGIES**.

The Prime Contractor shall provide access to both ends of the line [including approval of adjacent landowners], including ALL clearing/grubbing, access roads and ALL restoration scopes adjacent to structures by Prime Contractor, and point repairs if needed. Installation can be completed after point repairs and accesses to both ends are completed.

PROPOSAL PRICING [REV 6 21 2022] –

CIPP pricing INCLUDES bypass for CIPP scopes ONLY, Traffic control for CIPP scopes ONLY

Description	Units	Bid Units	Unit Price	Total	
8" CIPP	L Ft	4602	\$ 34.45	\$ 158,538.90	
10" CIPP	L Ft	2022	\$ 34.45	\$ 69,657.90	
Protruding Tap Removal [robotic only], if required	Each	0	\$ 220.00	\$ -	
Pricing is TAX Exempt				\$ 228,196.80	
All lines are tied for pricing, Adjustment in quantities may require pricing modifications					
CIPP Pricing INCLUDES Clean / CCTV - CIPP scopes ONLY					

Schedule –

Mutually agreed to schedule between City of Bel Aire, KS and ITUSA

Locations –

MH A	MH B	Depth A	Depth B	Street	Diam.	Length	Services
4	3	7	8	4859 N GLENDALE	10.0	370	8
3	2	8	9	4819 N GLENDALE	10.0	350	6
2	1	9	9	4761 N GLENDALE	10.0	386	8
1	3	9	9	4731 N GLENDALE	10.0	364	0
3	2	9	9	4731 N GLENDALE	10.0	444	5
2	1	9	9	4924 E 45TH ST N	10.0	108	0

6	5	8	8	4859 N HARDING	8.0	285	8
5	4	8	9	4829 N HARDING	8.0	400	6
4	3	9	9	4761 KRUEGER ST	8.0	400	8
1	3	9	9	4930 E 46TH ST N	8.0	217	2
LH	2	8	8	4604 KRUEGER	8.0	71	1
2	1	8	9	4604 KRUEGER	8.0	250	1
1	1	9	9	5018 E 45TH ST N	8.0	229	2
LH	1	8	9	5018 E 45TH ST N	8.0	104	1
4	3	8	8	4859 N BATTIN	8.0	390	10
3	2	8	9	4819 N BATTIN	8.0	200	4
2	1	9	9	4801 N BATTIN	8.0	112	2
2	1	9	9	4729 N BATTIN	8.0	368	4
6	5	8	9	4862 N BATTIN	8.0	130	2
5	4	9	9	4846 N BATTIN	8.0	405	5
4	3	9	9	4800 N BATTIN	8.0	405	5
3	2	9	9	4740 N BATTIN	8.0	266	4
2	1	9	9	4730 N BATTIN	8.0	370	6

Project NOTES -

Pricing excludes surface videos, clearing / grubbing / ROW, access / access roads, special permits and insurances, etc. – by Owner

ITUSA is EXCLUDING ALL pipe preparation - mandrelling of existing pipes, ALL excavation / point repairs, ALL required joint repairs, grout/fly ash scopes, etc. ITUSA's process does not require mandrelling and /or grouting – CIPP liner conforms to existing shape of host pipe – should any internal / joint repairs be required by Owner / Prime, ITUSA is EXCLUDING from our scope of work proposed.

Service reconnections by internal methods ONLY. Service reconnections that cannot be completed by internal methods may require excavation / reconnection by the Prime Contractor at no additional cost to ITUSA. Lateral launching of services, cleaning, lateral rehabilitation, etc. – Excluded.

The existence of the void(s) in and/or around the bottom of the existing pipe may indicate an unforeseen condition for both ITUSA and the Owner / Prime. Owner / Prime shall bear the responsibility for unforeseen conditions / subsurface conditions of the existing roadway, Pipe bedding, adjacent soil compaction, etc.

ITUSA shall not be contractually obligated to perform any investigation and / or repairs regarding the conditions beneath and / or around the existing culvert pipe. ITUSA's proposal to rehabilitate the culvert does not entail taking on the liability or cost of any unforeseen conditions that are pre-existing but unknown to all parties.

ITUSA's proposal to the Prime Contractor for CIPP rehabilitation does not entail ITUSA taking on the liability or cost to repair the unforeseen condition of the void[s] beneath/around the culvert. ITUSA's agreement to rehabilitate the culvert does not entail taking on the liability or cost of any unforeseen conditions that are pre-existing but unknown to all parties.

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilization and demobilization.
2. Bypass pumping if needed [CIPP scopes ONLY].

3. Internal service reconnections ONLY.
4. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
5. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
6. Insitutube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
7. Confined space safe entry practices.
8. Certificate of insurance with a standard coverage.
9. One [1] year standard construction warranty included.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES** :

- a) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services shall be provided by the Prime Contractor or Owner. This may include excessive roots, excessive debris and protruding taps and point repairs / ALL Excavation and restoration scopes.
- b) Surface video documentation [Pre and Post] – Excluded.
- c) **Water for CIPP scopes [clean / CCTV + CIPP] – provided by Owner.**
- d) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
- e) Landscaping / shrub removal-replacement / ALL restoration scopes, etc.
- f) Manual operation of any pumping and/or metering stations.
- g) Legal dumpsite for debris resulting from pipes cleaning.
- h) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- i) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
- j) Manhole installation, rehabilitation, and/or replacement.
- k) Project permits and/or local licenses.
- l) State and local sales and/or use taxes on the value of the project. Tax Exempt pricing requires State and Project Tax Exempt Certificates.
- m) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project [i.e.-railroad protective, etc.].
- n) Performance and Payment Bond not included. This is available upon request, if required please add 1.5% to the total project cost.**
- o) PE Stamped Design Calculations, if required, ADD \$2,500.**

PROPOSAL TERMS AND CONDITIONS

- a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES**'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES**'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES**.
- i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.
- j) **Insituform submits this bid based on the plans and specifications furnished to it. Insituform's bid is expressly conditioned upon the negotiation of terms and conditions fair to Insituform. Insituform shall have no obligation to perform and shall not be bound by its bid until the execution of a mutually agreeable written contract.**
- k) **Escalation Clause. If, during the performance of this contract, any cost price determining factor considered by Contractor in determining the contract price significantly increases, through no fault of Contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Contractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Contractor's Vice President of Procurement. Due to the confidential nature of Contractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Contractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Contractor because of the shortage or unavailability of any raw materials, including resin, Contractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Contractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.**

Submitted by:

INSITUFORM TECHNOLOGIES USA, LLC

Brian T. McCrary P.E. - Business Development Manager

Cellular 816 / 206 – 7703 bmccrary@aegion.com

Accepted

Signed: _____

Date: _____

Printed Name/Title: _____

Company Name: _____

Company Address: _____

Company Phone / email: _____

Tax Exemption Number: _____

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal as an attachment.

Accepted By: ***INSITUFORM TECHNOLOGIES USA, LLC***

By: _____

Date: _____