

MEMO 24-18

TO: Frank Schulte, City Administrator
FROM: James Kowalski, Director of Public Services *JK*
DATE: May 14, 2024
SUBJECT: Recommendation – 2024 Sewer Rehabilitation by Full Length C.I.P.P. Lining
AEW Project No. 0160-0475

During the Finance Committee meeting, a discussion was held regarding the proposed 2024/2025 construction projects. Included in discussion was the 2024 Sewer Rehabilitation by Full Length C.I.P.P. (Cured-In-Place Pipe) Lining.


Insituform Technologies USA, LLC has offered to extend their contract unit prices from the 2022 Sewer Rehabilitation by Full Length C.I.P.P. Lining for the 2024 Sewer Rehabilitation by Full Length C.I.P.P. Lining. The unit prices are held the same with the exception of an increase in bonds/insurance, traffic control, and deliverables to account for inflationary costs and reduced scope of work as well as new items of work for 30-inch sewer diameters. Insituform Technologies USA, LLC was the lowest qualified bid received on June 7, 2022.

Based upon the recommendation of AEW, I concur that the contract for the 2024 Sewer Rehabilitation by Full Length C.I.P.P. Lining be awarded to Insituform Technologies USA, LLC, 17988 Edison Avenue, Chesterfield, Missouri 63005 in the amount of \$207,105.30.

I further recommend design and construction engineering fees that will be provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$41,667.00. The total project will not exceed \$248,772.30.

This is a budgeted item included in 2024/2025 fiscal year budget in the water/sewer sewer repair construction account no. 592-537-976.002 in the amount of \$207,105.30 and the water/sewer sewer repair engineering account no. 592-537-976.001 in the amount of \$41,667.00.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council Consideration:



Frank Schulte, City Administrator

5-15-24

Date

Fund Certification:

Account numbers and amounts have been verified as presented.



Steven Schmidt, Treasurer/Comptroller

5-15-24

Date

RECEIVED

MAY 16 2024

CITY OF GROSE POINTE WOODS
CLERK'S DEPARTMENT



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

May 7, 2024

Frank Schulte, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2024 Sewer Rehabilitation by Full Length CIPP Lining
City of Grosse Pointe Woods
AEW Project No. 0160-0475

Dear Mr. Schulte:

We have received a proposal from Insituform Technologies, USA to perform the proposed 2024 Sewer Rehabilitation by FCIPP Program. A summary of the bid items is included on the attached Proposal. The unit prices are the same or lower with the exception of an increase in bonds/insurance, traffic control, and deliverables to account for inflationary costs and reduced scope of work as well as new items of work for 30-inch sewer diameters.

Based on the limited amount of proposed footage and industry price increases, we believe the City would not see a benefit in seeking bids for the 2024 Sewer Rehabilitation by FCIPP Program. Therefore, we recommend the contract for the **2024 Sewer Rehabilitation by FCIPP Program** be awarded to **Insituform Technologies, USA** in the amount of **\$207,105.30**.

In addition, we are recommending design and construction engineering in the amount of \$41,667.00. Therefore, the total project cost estimate is \$248,772.30.

If you may have any questions please advise.

Sincerely,

A handwritten signature in blue ink that reads "Frank D. Varicalli".

Frank D. Varicalli
Infrastructure Rehab Group Lead

Enclosure: Proposal

cc: James Kowalski, Director of Public Services
Steven Schmidt, Controller
Ross Wilberding, PE, Anderson, Eckstein and Westrick, Inc.

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Insituform Technologies USA, LLC
 1088 Victory Dr.
 Howell, MI 48843
 Tel: (517) 546-4107
 Fax: (517) 546-4282
 www.insituform.com

March 13, 2024

To: Frank Varicalli, Infrastructure Rehab Group Lead
 AEW
 51301 Schoenherr Road
 Shelby Twp., MI 48315

Project Name: 2024 Sewer Rehabilitation By Full Length CIPP Lining SO-00167561
 Grosse Pointe Woods, MI

Insituform Technologies USA, LLC, herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

Assumptions and Qualifications

A site review was performed for this project. If conditions are materially different from those communicated to Insituform Technologies USA, LLC., we reserve the right to void or renegotiate the pricing contained in this proposal.

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. 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.

Specific service connections will be reconnected only when written directions are received from the Owner/Prime Contractor with an additional charge for each service connection. The Owner/Prime Contractor will indemnify and hold Insituform Technologies USA, LLC. 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 Owner/Prime Contractor will externally reconnect the service at no cost to Insituform. Water shall be provided at no cost to Insituform Technologies USA, LLC. for all construction phases of this project. Insituform Technologies USA, LLC. will follow all required deposit, backflow prevention, and metering procedures.

The Owner/Prime Contractor will provide access to both ends of the line and point repairs if needed. In addition, all manholes must be exposed prior to clean/tv and CIPP Installation. Installation can be completed after point repairs and accesses to both ends are completed.

Proposal Pricing on Following Page

Insituform® Proposal –

Proposal Pricing

PAY ITEM	DESCRIPTION	QTY.	U/M	UNIT PRICE	AMOUNT
1	Bonds, Insurance and Initial Set-Up	1	LS	\$ 29,000.00	\$ 29,000.00
2	Audio Visual Record	1	LS	\$ 3,000.00	\$ 3,000.00
3	8-Inch Clean and CCTV	200	LF	\$ 4.00	\$ 800.00
4	10-Inch Clean and CCTV	350	LF	\$ 4.50	\$ 1,575.00
5	12-Inch Clean and CCTV	665	LF	\$ 5.00	\$ 3,325.00
6	15-Inch Clean and CCTV	676	LF	\$ 14.50	\$ 9,802.00
7	30-Inch Clean and CCTV	50	LF	\$ 20.00	\$ 1,000.00
8	8-Inch Insituform® CIPP	200	LF	\$ 35.00	\$ 7,000.00
9	10-Inch Insituform® CIPP	350	LF	\$ 40.00	\$ 14,000.00
10	12-Inch Insituform® CIPP	665	LF	\$ 46.70	\$ 31,055.50
11	15-Inch Insituform® CIPP	676	LF	\$ 62.10	\$ 41,979.60
12	30-Inch Insituform® CIPP	50	LF	\$ 633.40	\$ 31,670.00
13	8-Inch Post CCTV	200	LF	\$ 1.10	\$ 220.00
14	10-Inch Post CCTV	350	LF	\$ 1.10	\$ 385.00
15	12-Inch Post CCTV	665	LF	\$ 1.10	\$ 731.50
16	15-Inch Post CCTV	676	LF	\$ 1.10	\$ 743.60
17	30-Inch Post CCTV	50	LF	\$ 3.00	\$ 150.00
18	Protruding Tap Removal	11	EA	\$ 52.90	\$ 581.90
19	Lateral Prep	20	EA	\$ 52.90	\$ 1,058.00
20	Lateral Reinstatement	32	EA	\$ 90.10	\$ 2,883.20
21	Mineral Deposit Removal	50	EA	\$ 52.90	\$ 2,645.00
22	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00
23	Deliverables	1	LS	\$ 3,500.00	\$ 3,500.00
TOTAL					\$ 207,105.30

***Insituform®* Proposal –**

Proposal Inclusions

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Pipe line cleaning. Loose debris and "normal" deposits only. Extraordinary conditions will need to be treated as a point repair.
3. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
4. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
5. Insitutube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
6. Confined space safe entry practices.
7. One-year standard construction warranty.
8. Certificate of insurance with a standard coverage (Does not include Primary and Non-Contributory Coverage)

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 USA, LLC. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, LLC.:

- a) Clear access to sewer through new or existing manhole, manhole frame and chimney/corbel removed.
 - b) Access to a sanitary sewer on site to dispose of cure water.
 - c) 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 will be provided by the Prime contractor or Owner. This will include excessive roots, excessive debris and protruding taps.
 - 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) Manual operation of any pumping and/or metering stations.
 - f) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
 - g) Legal dumpsite for debris resulting from pipe cleaning.
 - h) *If any hazardous or toxic materials are encountered during the project, the Owner/Prime Contractor 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, if needed to install CIPP.
 - k) Project permits and/or local licenses.
 - l) State and local sales and/or use taxes on the value of the project. If you are exempt please submit the appropriate documentation.
 - m) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
 - n) Performance and Payment Bond not included. This is available upon request, but if required please add 3.5% to the total project cost.
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Insituform® Proposal –

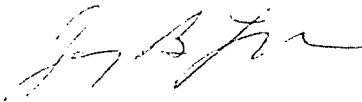
Proposal Terms and Conditions

- a) Limits of Liability. In consideration of Insituform Technologies USA, LLC.'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, LLC.'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 USA, LLC. 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. Notwithstanding anything to the contrary set forth in the Contract, neither party shall be liable to the other or any third party 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) If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the subcontract price significantly increases, through no fault of Subcontractor, the price of this subcontract 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 Subcontractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s).
- f) Quantities are estimated. Unit prices apply for actual invoice and payment.
- g) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- h) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- i) 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 USA, LLC. 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.
- j) 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.

Offered By:

Accepted By:

Insituform Technologies USA, LLC.



Jay B. Ferguson
Business Development Manager

Signature

Name/Title

Organization

Accepted by: Insituform Technologies USA, LLC.

Organization Address

Date: _____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

Project Insurance Requirements attached _____ (please provide project insurance requirements or attach a sample cert of insurance)

Project Owner: Name _____ Address _____

Project Location: City _____ State _____ Zip _____

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