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SF#: SO-00199600

Mr. Mamun Yusuf, PE  
City of Hutchins  
321 N Main St  
Hutchins, TX 75141

# Buyboard Proposal

Project Name: **City of Hutchins, TX – N Denton St & I-45 Sewer Rehabilitation  
6" to 8" Rehabilitation by Pipe Burst**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location map provided by the City of Hutchins) utilizing the Local Purchasing Cooperative Contract #730-24, administered through the Buyboard.

## ASSUMPTIONS AND QUALIFICATIONS

We have based this proposal on a nominal wall thickness 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.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. The Owner shall furnish Insituform Technologies, LLC with required water meters and pay all associated fees, deposits, and charges. Insituform Technologies, LLC will follow all required backflow prevention and metering procedures.

Insituform will supply the City of Hutchins a Certificate of Insurance following acceptance of this proposal. If necessary, a 1-year Maintenance or Performance Bond will be supplied. The pricing in this proposal assumes all Technical Specifications set forth by the Buyboard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

## PROPOSAL PRICING

PAY ITEM NO.	DESCRIPTION	APPROX QTY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Mobilization – Pipe Burst Crew	1	LS	\$7,500.00	\$7,500.00
2	Clean/TV 6" Sanitary Sewer	1,385	LF	\$6.00	\$8,310.00
3	Pipe Burst 6" with 8" HDPE SDR 19 (0'-8' deep)	1,385	LF	\$65.50	\$90,717.50
4	Access Pits (0'-8' deep)	3	EA	\$1,500.00	\$4,500.00
5	External Service Reconnects (0'-8' deep) if needed	1	EA	\$1,350.00	\$1,350.00
6	Obstruction Removals by Point Repair – (0'-8' deep)	2	EA	\$3,350.00	\$6,700.00
7	Repair/Rehab Asphalt Pavement (QTY TBD)	5	SY	\$165.00	\$825.00
8	8" Post TV Inspection After Rehabilitation	1,385	LF	\$2.50	\$3,462.50
9	Traffic Control	5	DAY	\$500.00	\$2,500.00
10	Bypass Pumping	3	DAY	\$625.00	\$1,875.00
11	General Restoration	1	LS	\$4,000.00	\$4,000.00
12	Owner Contingency Allowance	1	AL	\$5,000.00	\$5,000.00
13	Bonds and Insurance	1	LS	\$2,600.00	\$2,600.00
TOTAL					<b>\$139,340.00</b>

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A tax-exempt certificate will need to be provided prior to mobilization.

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#### PROPOSAL INCLUSIONS

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The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Cleaning and Pre-Video inspections and documentation of existing pipe prior to reconstruction.
3. HDPE pipe and fusion for pipe bursting.
4. Traffic control.
5. Service lateral reconnection if necessary.
6. Bypass pumping as needed.
7. Final video inspection following completion of the installation to document your new pipe rehabilitated.
8. Surface restoration.
9. Confined space safe entry practices.
10. One-year standard construction warranty.
11. Certificate of insurance with a standard coverage and Bonds.

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#### PROPOSAL EXCLUSIONS

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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, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation to prepare the pipe for installation, then those services will be provided by Insituform at the prices included above and may utilize the contingency allowance if necessary.
- b) Water from fire hydrants within a convenient distance from each cleaning site location.
- c) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- d) Project permits and/or local licenses.
- e) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- f) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

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#### PROPOSAL TERMS AND CONDITIONS

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- a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, 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, 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, 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.

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- 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, LLC**
  - 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.

**OFFERED BY:**

**ACCEPTED BY:**

**INSITUFORM TECHNOLOGIES, LLC**

*Timothy R Peterie*

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**SIGNATURE**

\_\_\_\_\_  
**DATE**

**TIMOTHY R. PETERIE  
BUSINESS DEVELOPMENT MANAGER**

\_\_\_\_\_  
**NAME**

**REVIEWED BY:  
ANDY OZMENT  
AREA VICE PRESIDENT**

\_\_\_\_\_  
**TITLE**

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**ORGANIZATION**

cc: Ben Hawkins