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SF#: SO-00202545

Mr. Nick Williams PE
City of Stephenville
298 W Washington St
Stephenville, TX 76401

Buyboard Proposal

Project Name: **City of Stephenville, TX – Riverside Drainage Improvements
36" HP SD-1 Storm Sewer Pipe by Excavation**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed by the drawings and other information provided by City of Stephenville and Provenance Engineering) utilizing the Local Government Purchasing Cooperative Contract #730-24 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

Where project specifications don't exist, the Buyboard Specifications and/or the City of Stephenville Standard Construction Details (or approved equals) will be utilized.

INSITUFORM TECHNOLOGIES, LLC will supply the City of Stephenville a 1-year Maintenance Bond, Performance and Statutory Bonds, and Certificate of Insurance following acceptance of this proposal per the City of Stephenville requirements provided with the project information.

City of Stephenville will supply the following:

- Permitting.
- Property owner coordination including any impact fees/charges.
- Test lab services.
- Tax-exempt certificate prior to mobilization.

Insituform will supply the following:

- All excavation for pipe replacement to OSHA standards.
- New manholes and stub-out along Riverside from station 2+96.40.
- Complete all restoration necessary.
- Traffic control.
- SWPPP plan and devices as needed.
- Trench safety.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, Inc. will follow all required deposit, backflow prevention, and metering procedures.

Special Notes:

The pricing in this proposal takes into account current material prices and are only good for 30 days. Insituform estimates approximately 90 days to complete the project.

PROPOSAL PRICING

Line Number	Description	Pay Quantity	Unit of Measure	Unit Price (current)	Total Price (current)
1	Mobilization	1.00	LS	\$35,000.00	\$35,000.00
2	SWPPP	1.00	LS	\$3,750.00	\$3,750.00
3	Traffic control	1.00	LS	\$7,500.00	\$7,500.00
4	Dewatering - pumping and cleaning	1.00	LS	\$17,000.00	\$17,000.00
5	F&I 72" manholes	2.00	EA	\$31,500.00	\$63,000.00
6	Install 36" HP storm pipe (material provided by owner)	303.00	LF	\$433.00	\$131,199.00
7	Outfall structure w/ SET, rip rap, geotextile fabric	1.00	LS	\$137,000.00	\$137,000.00
8	Restore landscape and cleanup	1.00	LS	\$6,500.00	\$6,500.00
9	Bond and insurance	1.00	LS	\$5,400.00	\$5,400.00
					\$406,349.00

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Installation of pipe to be provided by the City of Stephenville.
3. Traffic control.
4. Pit safety with shoring and temporary construction fencings as needed.
5. Backfill.
6. Surface restoration and pavement repairs are subsidiary to the pipe installation.
7. SWPPP with devices.
8. New manhole installation.
9. Outfall structure w/ SET, rip rap, geotextile fabric.
10. One-year standard construction warranty, Maintenance, Performance, and Statutory Bonds.
11. Certificate of insurance with a standard 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, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) Water from fire hydrants at designated locations for construction water as needed.
- b) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- c) Staking of easements.
- d) Project permits and/or local licenses with be provided by the Owner or Engineer.
- 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.

PROPOSAL TERMS AND CONDITIONS

- 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 TWO YEARS 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, 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

SIGNATURE

DATE

TIMOTHY R. PETERIE
COMMERCIAL MANAGER – SW REGION

NAME

REVIEWED BY:
ANDY OZMENT
AREA VP

TITLE

ORGANIZATION