

November 27, 2023

SF#: SO-00122584

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

Buyboard Proposal

Project Name: **City of Stephenville, TX – Belknap 6” Sanitary Sewer Rehab by Cured-In-Place Pipe W Frey to Just North of W Sloan**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as designated by the City of Stephenville) utilizing the National Purchasing Cooperative Contract #635-21 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

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 internally 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, LLC** harmless from all claims arising from backups and other effects of such actions or inaction's.

Quantities have been estimated. Actual quantities will be determined after pre-TV work is completed.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to.

Insituform Technologies, Inc. will supply the City of Stephenville the necessary 1-year Maintenance, Payment, and Performance Bonds if required, following the acceptance of this proposal.

- Special:**
- 1. Water shall be provided at no cost to Insituform Technologies, Inc. for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.**
 - 2. City of Stephenville to complete any point repairs found during pre-TV phase. If additional TV work needs to be completed after point repairs, then the Owner's Contingency will be utilized upon approval by Stephenville.**
 - 4. The Owners Contingency will only be used if approved by the City of Stephenville for additional items or increased quantities.**
 - 5. A tax-exempt certificate will be required at the time of proposal acceptance.**

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

An award renewal letter dated February 1, 2023 from the BuyBoard is being provided as an attachment.

It is understood that the pricing included below is based on the City of Stephenville releasing the entire scope included in the proposal at the same time.

PROPOSAL PRICING**City of Stephenville 2023 Belknap 6" Sanitary Sewer Rehab by CIPP**

Description	Qty	Unit of Measure	Unit Price	Extended Total
Travel & Mobilization – Clean/TV Crew	1	EA	\$2,000.00	\$2,000.00
6" Clean/TV Sanitary Sewer	1,700	LF	\$6.00	\$10,200.00
Travel & Mobilization – CIPP Crew	1	EA	\$7,500.00	\$7,500.00
6" x 4.5mm CIPP	1,700	LF	\$40.00	\$68,000.00
6" CIPP Setup Charge Per Install Length	1,700	LF	\$10.00	\$17,000.00
Internal Reconnects	35	EA	\$200.00	\$7,000.00
6" Post-TV Inspection After Rehab	1,700	LF	\$2.00	\$3,400.00
Traffic Control – Light Residential w/ Cones	5	Day	\$100.00	\$500.00
Owner Contingency Allowance	1	AL	\$25,000.00	\$25,000.00
TOTAL				\$140,600.00

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Internal service reconnections.
3. Preliminary cleaning to remove loose debris and normal deposits only. Additional tv/clean mobilization may be necessary if multiple point repairs are identified. Mechanical cleaning and root removal will be considered an additional cost.
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 Polyester and 300,000 psi Flexural Modulus Vinylester resins for all other segments, inversion, curing, and finishing.
7. Bypass pumping as needed.
8. Traffic control.
9. Confined space safe entry practices.
10. One-year standard construction warranty.
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) 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 City or by utilizing the contingency.
- b) Manual operation of any pumping and/or metering stations.
- c) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- d) Legal dumpsite for debris resulting from pipes cleaning.

- e) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- f) Manhole installation or rehabilitation.
- g) Project permits and/or local licenses.
- h) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- i) 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 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, 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.
- j) If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the contract price significantly increases, through no fault of Subcontractor, 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 Subcontractor 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 Subcontractor's Vice President of Procurement. Due to the confidential nature of Subcontractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of the change order request. 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). Nothing contained in this clause shall preclude Subcontractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.

November 28, 2023

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OFFERED BY:

ACCEPTED BY:

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

**TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER**

**REVIEWED BY:
ANDY OZMENT
AREA VP**

cc: Jeremy Jennings (COS)
Ben Hawkins
Craig Nolen

SIGNATURE

DATE

**DOUG SVIEN
NAME:**

**MAYOR
TITLE**

**CITY OF STEPHENVILLE
ORGANIZATION**