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4/9/2015

Proposal

Re: Insituform Quote for CIPP Lining
2015-Cherry Hills North Metro District

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for the labor, materials, equipment, and services set forth below to reconstruct the referenced project. The following prices should be considered confidential.

PROPOSAL PRICING

PAY ITEM NO.	DESCRIPTION	DIA Ø (IN)	T (mm)	QUANTITY	U/M	UNIT PRICE	EXTENSION
1	CIPP 8"	8	4.5	626	LF	\$37.50	\$23,475.00
2	Mobilization			1	LS	\$1,525.00	\$1,525.00
							\$25,000.00

ASSUMPTIONS AND QUALIFICATIONS

- 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.
- Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up through visual inspection only. 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 using our Insitucutter. Specific service connections, if encountered, 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 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 will externally reconnect the service at no cost to Insituform.
- Water shall be provided at no cost to Insituform for all construction phases of this project. The Owner shall furnish Insituform with required water meters and pay all associated fees, deposits, and charges. Insituform will follow all required backflow prevention and metering procedures. Insituform will be responsible for transporting the water from an approved hydrant to the work area.
- The Owner will provide access to both ends of the line, and point repairs if needed. Installation can be completed after point repairs. The pricing does not include any extra time that may be required for special training requirements that may be required for access to the base.
- CIPP may look irregular or wrinkle due to host pipe condition. We will warranty the CIPP but due to the condition of host pipe, should not have the need to go in a correct what may look irregularities in the CIPP.

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. One mobilization and demobilization. - based **on a mutually agreeable schedule between Insituform and the Owner**. The Owner needs to give Insituform at least one week advance notice of any changes to the mutually agreed upon schedule. If through no fault of Insituform the mutually agreed upon schedule changes with less than one week notice then Insituform may charge the Owner an additional mobilization charge and any potential lost materials including but not limited to tube already "wetout".
2. Installation of Cured-In-Place Pipe (CIPP) lining per ASTM F1216 Cured-In-Place Pipe Lining including inversion, curing, and finishing. Insituform will utilize a polyester resin system.
3. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
4. Pipe line cleaning. Loose debris and "normal" deposits only. Extraordinary conditions will need to be treated as a point repair.
5. Internal lateral reinstatement using our Insitucutter..
6. Post video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
7. Confined space safe entry practices.
8. Residential traffic control
9. Bypass
10. Prevailing Wages. ITL is not a union shop and shall not be subject to any union requirements or project labor agreements.
11. One-year standard construction warranty.
12. 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** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM**:

1. Point repairs if required prior to lining
2. 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 Owner or Owner. This will include excessive roots, excessive debris and protruding taps.
3. 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.
4. Active lateral verification, other than visual inspection.
5. Protruding lateral cuts for CIPP install if needed
6. Gasket trimming
7. Calcium or mineral deposit grinding or removal.
8. Major Traffic Control
9. Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
10. Legal dumpsite for debris disposal.
11. Treatment or special disposal of any water from cleaning or CIPP installation.
12. *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
13. Bypass pumping of any laterals that may be required
14. Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
15. Manhole installation, rehabilitation, and/or replacement, if required.
16. Site restoration.
17. Stamped Designs
18. Project permits and/or local licenses.
19. Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
20. Performance and Payment Bond not included. This is available upon request, but if required please add 1.5% to the total project cost.
21. Any taxes.

PROPOSAL TERMS AND CONDITIONS

- a) When CIPP is required to negotiate bends or defects in the host pipe, there is a tendency to experience wrinkling in the installed CIPP around the inside radius of the bend or in the area where the host pipe defect is located. This is normal and should be expected. It will not affect the structural integrity of the finished product. Insituform Technologies, LLC will not be liable for repairs or penalties due to wrinkles in the CIPP at the locations of bends or defects in the host pipe.
- b) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, LLC** agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC** 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.
- c) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INSITUFORM AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY INSITUFORM WHICH ARE BROUGHT TO THE ATTENTION OF INSITUFORM WITHIN ONE YEAR FOLLOWING COMPLETION OF INSITUFORM'S WORK, PROVIDED OWNER AFFORDS INSITUFORM SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- d) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- e) 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.
- f) If actual quantities differ significantly from those stated in the proposal then work will be renegotiated.
- 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, LLC**.
- 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, LLC



CHANTAL EVANS
Business Development
(303-482-6178)

SIGNATURE **DATE**

NAME

TITLE

ORGANIZATION

cc: Bruce Frost

Insituform Contracts:

Name

Signature **Date**