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October 13, 2016

Mr. Arthur Chairez  
City of Seabrook  
1700 First Street  
Seabrook, TX 77586

# Proposal

Project Name: **Seabrook \* 2016 Sanitary Sewer Rehab Project**

**INSITUFORM TECHNOLOGIES, LLC.** herein proposes to furnish a proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project utilizing the Texas Statewide Cooperative Purchasing Contract administered through the Buy Board.

## ASSUMPTIONS AND QUALIFICATIONS

The city of Seabrook will provide all necessary access to manholes, permits, and water for rehabilitation. .

## PROPOSAL PRICING

Seabrook					
2016 Sewer Rehab					
Bid Item per Docs	Description	Unit of Measure	Per Bid Quantity	Bid Price	Total
1	Travel and Mobilization (CIPP Crew)	EA	1	\$ 1,500.00	\$ 1,500.00
2	Re-televis 8" after obstruction removals	LF	835	\$ 3.00	\$ 2,505.00
3	Remote Obstruction removal	EA	4	\$ 425.00	\$ 1,700.00
4	External Obstruction removal to complete TV PB segments	EA	1	\$ 2,175.00	\$ 2,175.00
5	8" x 6.0mm	LF	1,223	\$ 30.00	\$ 36,690.00
6	6" - 12" CIPP Setup Charge Per Install Length	LF	1,223	\$ 5.80	\$ 7,093.40
7	Internal reconnects	EA	35	\$ 200.00	\$ 7,000.00
8	Travel and Mobilization (Pipeburst Crew)	EA	1	\$ 1,500.00	\$ 1,500.00
9	Burst existing 6" or 8" to 8" IPS SDR 19 ( 8'- 12' deep)	LF	425	\$ 40.00	\$ 17,000.00
10	8" - 12" Pipeburst Setup Charge Per Install Length	LF	425	\$ 2.00	\$ 850.00
11	Remove and replace cleanout	EA	1	\$ 2,000.00	\$ 2,000.00
12	Access Pit (8'-12' deep)	EA	2	\$ 950.00	\$ 1,900.00
13	External reconnect ( 8'- 12' deep) including hand digging	EA	5	\$ 1,000.00	\$ 5,000.00
14	Re-Route service line	EA	1	\$ 2,450.00	\$ 2,450.00
15	8" Post TV Inspection	LF	1,648	\$ 2.00	\$ 3,296.00
16	Restoration after pipebursting	EA	1	\$ 3,000.00	\$ 3,000.00
17	P & P Bonds	LS	1	\$ 1,980.00	\$ 1,980.00
Original contract					\$ 97,639.40
CO1.1	Re-televis 8" after obstruction removals	LF	(72)	\$ 3.00	\$ (216.00)
CO1.2	Remote Obstruction removal	EA	(1)	\$ 425.00	\$ (425.00)
CO1.3	Burst existing 6" or 8" to 8" IPS SDR 19 ( 8'- 12' deep)	LF	(72)	\$ 40.00	\$ (2,880.00)
CO1.4	8" - 12" Pipeburst Setup Charge Per Install Length	LF	(72)	\$ 2.00	\$ (144.00)
CO1.5	External reconnect ( 8'- 12' deep) including hand digging	EA	7	\$ 1,000.00	\$ 7,000.00
CO1.6	Re-Route service line	EA	(1)	\$ 2,450.00	\$ (2,450.00)
CO1.7	8" Post TV Inspection	LF	(72)	\$ 2.00	\$ (144.00)
CO1.8	Point Repair 8" - in lieu of an Obstruction Removal	EA	1	\$ 3,250.00	\$ 3,250.00
Change Order # 1 Request					\$ 3,991.00
Revised Contract Value					\$ 101,630.40

## **Insituform® Proposal: Seabrook \* 2016 Sanitary Sewer Rehab Project**

### **PROPOSAL INCLUSIONS**

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The prices stated in this proposal include:

1. Mobilization and Demobilization
2. Confined space safe entry practices
3. Standard Insurance
4. Payment and performance bond

### **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.:**

1. Bypass Pumping
2. *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
3. Legal dumpsite for debris resulting from pipe cleaning.
4. TxDOT Traffic Control Plan & Permit
5. Project permits and/or local licenses.
6. State and local sales and/or use taxes on the value of the project.
7. Additional premiums for special insurance coverage(s) particular to this project.

### **PROPOSAL TERMS AND CONDITIONS**

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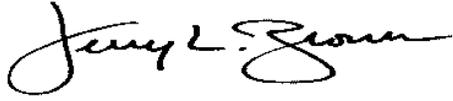
- a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, LLC.**'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC.**'s liability to the Owner for any matter covered by such 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.
- 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.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within 30 days of invoice. Final payment is due within 30 days of completion.
- 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**

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**INSITUFORM TECHNOLOGIES, LLC**

**Insituform® Proposal: Seabrook \* 2016 Sanitary Sewer Rehab Project**



**JERRY L. BROWN,  
BUSINESS DEVELOPMENT MANAGER**

**ACCEPTED** \_\_\_\_\_

CITY OF SEABROOK, TX

**Reviewed and approved on 10/13/16 by :  
Andy Ozment, Area Manager**