



**Proposal / Quotation**

710 S Milwee Street, Longwood, FL 32750  
 Tel : 407-339-7134 Fax : 407-339-6618

**Date**      **8/15/19**

**Reference**      **19165**

Altair Environmental Group, LLC (Altair) is pleased to confirm the following proposal / quotation wholly subject to their **Standard Terms & Conditions of Business** as attached :

<b>Client:</b>	<b>Utilities, Inc/Mid-County Services</b> <b>200 Weathersfield Ave.</b> <b>Altamonte Springs, Fl. 32714</b>	<b>Mr. Lee Neal</b> <b>407-948-9865</b> <b>wlneal@uiwater.com</b>
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<b>Project:</b>	<b>Mid-County Services Area Cleaning Internal Television Inspection and Smoke Testing of Sanitary Sewer Pipelines; Point West/Summertree; Florida</b>
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<b>Services:</b>	<b>Cleaning, Internal Television Inspection and Smoke Testing of Sanitary Sewer Pipelines</b>
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<b>Price:</b>	<b>Mobilization.....\$1500.00</b>
	<b>Clean/Televise 9400' lf(approx.) x \$2.50 per lf.....\$23,500.00</b>
	<b>Smoke Test 9400' lf(approx.) x \$0.30 per lf.....\$2,820.00</b>
	<b>Dump Fee's.....\$800.00</b>
	<b>Project Estimate                    \$28,620.00</b>

The above price is based on the minimum stated quantities of \_\_\_ LF of  Sanitary Sewer  Stormwater Pipelines. Any additional LF over and above the stated minimum will be charged at \$\_\_\_\_\_per LF.

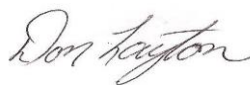
<b>Special Conditions</b>	<b>Pricing includes Report of Findings and Video DVD's</b>
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**Client Responsibilities (at no cost to Altair):**

- |  |  |
|--|--|
| <input type="checkbox"/> Local facilities or dumpsite for disposal of removed debris / waste material. | <input checked="" type="checkbox"/> Traffic control beyond traffic cones and permits where applicable. |
| <input checked="" type="checkbox"/> Water supply from nearest fire hydrant.                            | <input type="checkbox"/> Exposure of all manholes and access to all work areas without delay.          |
| <input type="checkbox"/> Site area for storage of equipment.   |  |

Payment terms are to be within 15 days of invoice date, invoices will be submitted upon work completion or minimum monthly.

Submitted by: Don Layton/Estimator  
 (Title)

  
 \_\_\_\_\_  
 Signature on behalf of  
 Altair Environmental Group, LLC

Accepted by: Michael Wilson, RM  
 Print Name / Title

Michael A. Wilson  
 \_\_\_\_\_  
 Signature on behalf of Client

## ***ALTAIR ENVIRONMENTAL GROUP, LLC***

### ***STANDARD TERMS & CONDITIONS OF BUSINESS***

**COMPANY:** Altair Environmental Group, LLC, a Florida Limited Liability Company, whose address is 710 S Milwee Street, Longwood, Florida 32750 (hereinafter referred to as “ALTAIR”)

**CLIENT:** Any corporation, company, organization, agent or individual entering into a written agreement with ALTAIR for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to ALTAIR. (hereinafter referred to as “Client”)

**PROPOSALS & QUOTATIONS:** All proposals or quotations provided by ALTAIR must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective submission date, unless agreed otherwise in writing.

**PAYMENT TERMS:** Payment of all invoices is due within 15 days from the invoice date, unless terms are agreed otherwise, in writing from ALTAIR. Invoices will be raised weekly based on completed work and at ALTAIR’S discretion. Any dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and Client will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period.

**REMEDIES FOR NON PAYMENT:** All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, ALTAIR shall be entitled to all costs of collection, including a reasonable attorney’s fee. In addition, if the Client fails to make payment to ALTAIR as herein provided, then ALTAIR may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

**WARRANTIES:** All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose. ALTAIR will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

**INDEPENDENT CONTRACTOR:** Both ALTAIR and the Client agree that ALTAIR will act as an independent contractor in the performance of its duties under this contract. Accordingly, ALTAIR shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of ALTAIR’S activities, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes.

**UNFORESEEN OCCURENCES:** In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which ALTAIR judge, at their sole discretion, to significantly effect or may effect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, ALTAIR may a) immediately cease work without liability to the client, or b) renegotiate with client to change the scope of work with price adjustment or change order, or c) Apply downtime / hourly or day rates until occurrence or condition is resolved to the satisfaction of ALTAIR.

**DOWNTIME/STOPPAGES/ADDITIONAL WORK:** In the event that ALTAIR is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior client notification in writing from ALTAIR.

**PROJECT ESTIMATES:** ALTAIR may from time to time provide written estimates of projected timescale or hours for a particular project at client’s request, however, this in no way binds ALTAIR to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by ALTAIR.

**CLIENT SERVICE ORDERS:** In the event that the Client chooses to issue a service order, whether verbal or in writing, such service order shall be governed by ALTAIR’S Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the Payment Terms under any circumstances unless specifically agreed to in writing from ALTAIR and such agreement being authorized and signed by the owner or director of ALTAIR. In the event of any inconsistency between the ALTAIR terms and conditions as detailed herein and the terms of a service order, the ALTAIR terms and conditions shall prevail. In any event, settlement of all ALTAIR correctly submitted invoices must be made within 30 days from invoice date, irrespective of client having received payment from their respective client.

**CONTRACT ACCEPTANCE:** In the event that the Client fails to sign acceptance of an ALTAIR proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the Clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the Client as if such proposal or quotation had been signed.

**CLIENT RESPONSIBILITIES:** The Client will normally provide the following services, at no cost to ALTAIR for the duration of the project, unless

agreed otherwise in writing by ALTAIR, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access to site of work for ALTAIR personnel and equipment, without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project from the nearest fire Hydrant, f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the Client at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.



COMMERCIAL NON-PRESSURIZED CONTRACT

Contract #: 14799

**Project:** Summertree

**Project Site Address:** 11916 Carissa Lane  
New Port Richie Fl 34654

**Owner/Owner'S Rep Company:** Utilities Inc of Florida  
herein referred to as ("Owner/Owner's Representative (Rep)")

**Address:** 500 W Monroe St Suite 3600  
**City, State, Zip Code:** Chicago Il 60661

**Contact Name:**

**Phone #:** 407-948-9863

**Email:** wlneal@uiwater.com

**Billing Information:** Utilities Inc of Florida

**Address:** 500 W Monroe St  
**City, State & Zip Code:** Chicago Il 60661

**C/O:**

**Phone #:** 407-948-9863

**Email:** wlneal@uiwater.com

**Contractor:** Specialized Pipe Technologies ("SPT")  
herein referred to as ("Contractor")

**Address:** Sarasota  
226 Field End Street  
Sarasota, FL 34240  
941-379-5118 Tel / 941-379-2160 Fax

**Account Manager:** Chris Perez

**Mobile #:** 727-310-9131

**Email:** chrisp@sptpipe.com

**Website:** www.sptpipe.com



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**CONTRACT PRICE & TERMS**

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**Contract Price:** \$33,000.00  
**Estimated Start Date:** 1/1/2020  
**Job Duration:** 6 days  
**Payment Terms:** 10 Days

**Other Payment Terms:** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

**Mobilization Payment:** \$6,600.00  
**Mobilization Payment %:** 20%  
**Mobilizations:** Single  
**Mobilization Payment Due:** Upon execution of contract

**Mobilization Notes:** SPT will require and pricing is based on unrestricted access to pipelines and work areas and access to hose bibb water supply.

**Work Performed During:** Regular Business Hours  
**Prevailing Wage:** No

- 1) Any additional pricing, if applicable:
  - a. Price per linear foot n/a



This Contract is entered into between Contractor and Owner/Owner Representative as of the Effective Date set forth below. By signing below, Owner/Owner Representative accepts all Contract provisions and authorizes Contractor to proceed with the Work set forth herein.

Contractor: Specialized Pipe Technologies

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Owner/Owner Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT "A"**  
**SCOPE OF WORK**

**Description of Scope of Work:**

Specialized Pipe Technologies (SPT) proposes to perform Large Camera and Line location and trace work for inspection and location of any problems in the pipeline systems detailed below.

- A) SPT will provide a video of the work performed and surface mark lines accordingly and to provide information for condition assessment reports and any recommendations that may need to be addressed for future use of the lines.
- B) SPT estimates 5-6 days to video inspect approximately 9,112 +/- LF (Linear Feet) of 10", 8" and 6" pipes.
- C) SPT will Vac-con clean the same footages of pipe which we estimate 4-6 days.
- D) SPT will smoke test the systems, estimated 3 days to complete.

<b>Nature of Work:</b>	Sewer	<b># of Buildings:</b>	n/a
<b>Add'l Nature of Work:</b>		<b># of Floors:</b>	n/a
<b>Type of Building:</b>	HOA/Condo Association(s)	<b># of Units:</b>	n/a
<b>Pipe to be:</b>	N/A	<b># of Stacks</b>	n/a

**Location of Pipe:**

Pipe is located throughout residential neighborhood.

**Type of Pipe:** Vitreous Clay

**Add'l Type of Pipe:**

**Total Pipe:**

Diameter of Pipe (I.D.)	2"	3"	4"	5"
Linear Ft.				
# of Reinstatements				
Diameter of Pipe (I.D.)	6"	8"	10"	12"
Linear Ft.	1230	4955	2927	
Diameter of Pipe (I.D.)	18"	Other	Other	Other
Linear Ft.				
# of Reinstatements				

<b>TOTAL LINEAR FEET:</b>	9,112
<b>TOTAL REINSTATEMENTS.:</b>	0
<b>Total Underground Footage:</b>	9,112 (Approx)
<b>Total Above Ground Footage:</b>	n/a



EXHIBIT "A"  
SCOPE OF WORK – Cont'd

**Access to Pipe Detail:**

**Access Points detailed description (what, where, and number: full, limited, or partial):**

Access to piping system will be through manholes throughout in the neighborhood.

**Access Performed By:**

n/a

**General Process Description:**

To install an epoxy coating system on the interior wall of the unlined pipe, the reconstruction is accomplished by using a felt tube of one or more layers of material, and a thermo-set epoxy resin with physical and chemical properties appropriate for the application. This system process will provide a new Cured-in-Place Pipe (CIPP) lining system, complete and ready for operation.

- Contractor shall field verify/document the current condition of the contracted portion of the piping system prior to the rehabilitation, using Closed Circuit Television (CCTV) and recording equipment.
- Recording of post-cleaning and post-rehabilitation will be performed of each Work segment.
- Piping system will be cleaned with one or all the following methods:
  - o High pressured water jetting.
  - o Electric/pneumatic proprietary cleaning equipment and tools.
- The pipe will be lined in work segments using Nu-Drain flex-liner.
- Overlapping sections are allowed in the length of the liner. Ensure that the liner tube is capable of conforming to 45 and 90 degree bends, offset joints, bells, and disfigured pipe sections.
- The CIPP restores structural integrity and extends the useful life.
- The restoration is accomplished through either single or double-entry access points with minimal or no destruction to interior or exterior surfaces on either end (if proper access currently exists).
- The liner shall be installed in lengths to be determined by Contractor in runs that allow for proper cure and a timely restoration of water services to the building.
- Timely and uninhibited access must be provided to all areas where the cleaning, lining, and reinstating process will occur.

The protective epoxy coating is smooth and durable, having a finish resistant to mineral deposits and corrosive effects of acids, alkalis and petroleum products.



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EXHIBIT "A"  
SCOPE OF WORK – Cont'd

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**Specific Exclusions (Unless Specified):**

Specifically excluded from the Scope of Work, in addition to any items noted or not specifically included are:

1. Removal of any Hazardous Substances as defined under Workplace Hazardous Materials Information System ("WHMIS"), Workers' Compensation Board ("WCB"), Environmental Protection Agency ("EPA") or other regulations (asbestos and urea formaldehyde insulation).
2. Toxic mold abatement and lead paint abatement.
3. Loose fill building insulation removal, including its replacement.
4. Engineering and drawings.
5. Replacement of wallpaper in common and private areas. Any such areas affected will be restored to a paint ready state.
6. Restoration of any custom paint (faux) finishes. Any such areas affected will be restored to a paint ready state.
7. Floor, wall and ceiling materials, put-back/finishes of any type or upgrades.
8. Any supervision, labor, x-raying/coring required as a result of pipe relocation due to post-tension cables in the building's structure.
9. Removing and replacing in-suite improvements. Any such openings will be restored to original construction finishes (primed or painted).
10. Traffic-control.
11. Excavation and shoring.
12. Notifications of tenants/unit owners.
13. Required upgrades to current plumbing codes.
14. Axillary plumbing parts such as, but not limited to aerators and faucets.
15. Demolition.
16. Creating access points.
17. Pump and bypass of the flow in the pipe.
18. Any shutdowns, removal and/or installation of floor drains and clean-outs.
19. Acts of God.



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**EXHIBIT "A"**  
**SCOPE OF WORK – Cont'd**

**Additional Exclusions:**

Excludes additional footage. \$50.00 for any additional entries (access points), if necessary. Excludes confined space entry, if needed.

**Inclusions:**

As stated in Scope of Work above. Includes single mobilization, accommodation and travel expenses.



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**EXHIBIT "C"**  
**PRICING/PAYMENT TERMS**

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- 1) The Owner/Owner's Representative shall pay the Contractor the Contract Price for the Contractor's performance of the Contract. The Contract Price shall be Thirty Three Thousand Dollars and No Cents (\$33,000.00), subject to additions and deductions as provided in the Contract, including any additional pricing set forth in (2) below.
  
- 2) Any additional pricing, if applicable:
  - a. Price per linear foot n/a
  
- 3) The Owner/Owner's Representative shall make an initial mobilization payment of \$6,600.00 (20%) to the Contractor prior to Contractor mobilizing to the project site. Thereafter, the period covered by each Application for Payment shall be in accordance with Paragraph 3 in the Contract.
  
- 4) Contract Price is valid for a period of ninety (90) days from this date 11/12/2019 unless the Contract is successfully executed by the parties, in which case the Contract Price will be valid for the duration of the Contract term, subject to changes as provided in the Contract Documents.



17988 Edison Avenue  
Chesterfield, MO 63005  
www.insituform.com

Kenny Boeh  
Business Development Manager

Phone: (412) 310-8826  
Fax: (813) 627-0006  
Email: kboeh@aegion.com

*Insituform Technologies, LLC is a subsidiary of Aegion Corporation*

5/18/2020

**AAJA-YWXTQW**



Email: [wlneal@uiwater.com](mailto:wlneal@uiwater.com)

Office: 800-272-1919

**Re: New Port Richey, FL Summertree Sanitary Sewer Rehabilitation Project**

Dear Lee,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **Utilities, Inc.**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project.

**INSITUFORM SCOPE OF WORK / RESPONSIBILITIES**

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ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Manhole Rehabilitation using Raven 405 including patch/repair all minor voids, and/or areas of seepage, as necessary with Raven approved repair mortars up to 1/2" thick. Topcoat with Raven 405 Ultra High Build Epoxy at 125 mil thickness. The monolithic epoxy coating of entire structure to be inspected with high voltage Holiday detection equipment.
4. Clean and CCTV inspection of 70 laterals for Lateral CIPP Lining Top Hat / Full Wrap- up to 36" on 4" Lateral Connection.
5. Clean and CCTV inspection of the pipe before the lining process with CCTV inspection after lining is complete as a deliverable.
6. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
7. Standard insurance coverage with the following limits:
  - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
  - Auto: \$2,000,000 Combined Single Limit
  - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

**NOTE:** Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

## ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the stated unit price. Any changes or reductions to this scope post bid will be subject to a change in price.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

## PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
1	Mobilization	LS	1	\$3,000.00	\$3,000.00
2	Clean/CCTV Inspect 6" - 10" Diameter	LF	3496	\$2.80	\$9,788.80
3	CIPP 6"	LF	543	\$27.00	\$14,661.00
4	CIPP 8"	LF	1838	\$23.00	\$42,274.00
5	CIPP 10"	LF	1115	\$25.00	\$27,875.00
6	Service Reinstatement	EA	76	\$100.00	\$7,600.00
7	Lateral CIPP Lining Tophat/Full Wrap up to 36" - 4" Lateral	EA	70	\$2,100.00	\$147,000.00
8	Root Removal 6"-10" Diameter	LF	1400	\$4.80	\$6,720.00
9	Protruding Tap Removal	EA	33	\$421.80	\$13,919.40
10	Mobilization for Manhole Rehabilitation	LS	1	\$2,410.00	\$2,410.00
11	MH-1 Golf Round 48" Diameter manhole 26" deep	EA	1	\$2,410.00	\$2,410.00
12	MH-2 12014 Boynton 48" Diameter manhole 20" deep	EA	1	\$2,410.00	\$2,410.00
13	MH-3 Intersection of Boyton x Carissa 48" Diameter manhole 23" deep	EA	1	\$3,012.60	\$3,012.60
14	MH 4 11910 Boynton 48" Diameter manhole 35" deep	EA	1	\$3,856.10	\$3,856.10
15	MH 4A 11832 Boynton 48" Diameter manhole 48" deep	EA	1	\$4,458.60	\$4,458.60
16	MH 6 11718 Carissa 48" Diameter manhole 62" deep	EA	1	\$3,012.60	\$3,012.60
17	MH-6A 48" Diameter manhole 38" deep	EA	1	\$3,313.80	\$3,313.80
18	MH-6B 11820 Carisa 48" Diameter manhole 40" deep	EA	1	\$2,410.00	\$2,410.00
19	MH-11 48" Diameter manhole 27" deep	EA	1	\$3,856.10	\$3,856.10
20	MH-11 rear 11836 48" Diameter manhole 48" deep	EA	1	\$3,012.60	\$3,012.60
21	MH 11A rear 11926 48" Diameter manhole 32" deep	EA	1	\$3,012.60	\$3,012.60
22	MH 11B Rear 12012 Bayonet 48" Diameter manhole 33" deep	EA	1	\$2,410.00	\$2,410.00
23	MH 12 11617 48" Diameter manhole 24" deep	EA	1	\$2,651.10	\$2,651.10
24	MH 12 Near 11835 48" Diameter manhole 27" deep	EA	1	\$2,892.10	\$2,892.10
25	MH 13 11923 48" diameter manhole 28" deep	EA	1	\$2,892.10	\$2,892.10
				<b>Total</b>	<b>\$320,858.50</b>

\*Note: Pricing based on the information provided at time of proposal.

## **EXCLUSIONS :**

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Any and all Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence, turbidity barriers, cofferdams, dikes etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Any costs associated with obtaining effluent water from treatment plant.
5. Removal of failed materials in manholes.
6. MACP Inspection of Manholes prior to Manhole Rehabilitation.
7. Any costs associated from disposal of debris from Cleaning and CCTV inspection of sewer mains.
8. Burial and/or ramping of discharge or bypass hose/pipe.
9. Maintenance of traffic.
10. Any voids, missing bricks, major leaks in manhole structures for MH Rehabilitation.
11. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
12. Point repairs of any kind.
13. Any additional charges associated with the disposal of cure water.
14. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
15. Locations of and access (of ITLLC equipment and/or personnel) to all catch MH's/ catch basins associated with the project and as required by ITLLC's work plan.
16. Equivalent pipe diameter access from the invert to the street level at each installation site.
17. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
18. Removal and disposal of any hazardous or toxic materials encountered during the Project.
19. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
20. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
21. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
22. State and local sales and/or use taxes.
23. Additional premiums for special insurance coverage(s) specific to this project.

## **GENERAL TERMS AND CONDITIONS:**

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its 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.
3. Specific service connections will be reconnected only when written directions are received from the Customer. The Customer will indemnify and hold ITLLC 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 Customer will externally reconnect the service at no cost to ITLLC.

4. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
5. PAYMENT: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
6. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
7. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
8. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **\$1,000** per hour.
9. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
10. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
11. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

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Please do not hesitate to contact me with any further questions.

Very truly yours,  
**Insituform Technologies, LLC.**



Kenny Boeh  
Business Development Manager

Accepted By: \_\_\_\_\_  
(signed)

\_\_\_\_\_  
(print name)

Date: \_\_\_\_\_

Title: \_\_\_\_\_