Worldwide Pipeline Rehabilitation 11351 W. 183rd Street Orland Park, IL 60467 Tel: 630-842-8539 Fax: 708-478-4871 kcoburn@insituform.com

October 26, 2016

George McLaughlin Village of Orland Park 15655 Ravinia Ave Orland Park, IL 60462 GMclaughlin@orlandpark.org>

## Re: Orland Park Emergency CIPP Proposal

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform® work on the above referenced project:

# Scope of Work:

Description	Quantity	Unit	<b>Unit Price</b>		Total
CIPP 12"	355	LF	\$ 60.0	0 \$	21,300.00
Lateral Reinstatement	1	EΑ	400.0	00 \$	400.00
Clean & TV Obstruction removal	355	LF	15.0	00 \$	5,325.00
			Tot	al \$	27.025.00

Note: We will cut away the section of short liner that is protruding and prohibiting the full length liner installation. We will line over any remaining short liner which may result in a wrinkle/fin in our finished CIPP liner.

#### INCLUDED:

- ✓ Pipe line cleaning. Loose debris (up to two inches) and "normal" deposits only. Extraordinary conditions will need to be treated as a point repair.
- ✓ Installation of Insituform® complete per ASTM F1216.
- ✓ Dry weather work only.
- ✓ Bypassing
- ✓ CD with "mpeg file" of internal inspection pre and post Insituform®
- ✓ Certificate of insurance with a standard coverage.

### **EXTRA:**

- Excavation Point Repairs (at collapses and other obstructions unable to be removed with conventional sewer cleaning equipment), and related restoration.
- ♦ Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.
- ♦ Performance/Payment Bond (at 2.5% of proposal price).
- ♦ Special Insurance such as Railroad, OCP, Builders Risk...
- ♦ Weekend/Holiday Work.

## BY OTHERS:

♦ All permits.

- ◆ Provide hydrant on job site (for 2" or 2.5" connection) for water to clean sewer and invert Institutube<sup>™</sup>. If tanker use is required, it is an extra at \$300/hr.
- ♦ Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.

### **General Conditions:**

- 1. We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.
- 2. Laterals that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed <u>in writing</u> by the owner.
- 3. To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

- 4. 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.
- 5. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

- 6. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.
- 7. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform® process per the above conditions, and Insituform® specifications, are included.
- 8. PAYMENT TERMS: Payment is due in full, without exception or retention, within 35 days of date of invoice.
- 9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.

Very Truly Yours, INSITUFORM TECHNOLOGIES USA, LLC.
Keci W-
Kevin Coburn, Business Development Manager Cell – 630-842-8539  ***********************************
Company:
Signed:
Printed Name/Title:
Date:
Is this Project Tax Exempt? If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.
Does this Project require Certified Payroll?
Are there wage rates? If yes, please provide a copy of the wage rates.
This accepted proposal constitutes a formal agreement. If you initiate a purchase order or
other contract document it shall not be acknowledged without this accepted proposal as an attachment.
Accepted By: Insituform Technologies USA, LLC.
By:
Date: