CITY OF RIVIERA BEACH **UTILITY SPECIAL DISTRICT**

INTER-DEPARTMENTAL COMMUNICATION

TO: **JONATHAN EVANS, CITY MANAGER**

FROM: **TROY F. PERRY, INTERIM EXECUTIVE DIRECTOR**

DATE: **AUGUST 10, 2017**

SUBJECT: **LIFT STATION NO. 10 - 20-INCH INFLUENT DUCTILE IRON PIPE**

As a follow-up to our recent conversation regarding the additional work at Lift Station NO. 10, attached please find a correspondence from Mark Drummond, the Engineer for C-Solutions.

During the rehabilitation of Lift Station No. 10 by Wharton-Smith, the 20-inch 90 degree tee at the end of the influent 20-inch sanitary sewer was removed as required and it was noted that the influent 20-inch sanitary sewer is in poor condition (corroded) and should be rehabilitated. Rehabilitation of the collection system was not part of the original scope of work for the rehabilitation of Lift Station No. 10 nor was the 20-inch sanitary sewer outside of the wet well part of the re-configuration of any piping required for the new configuration of Lift Station No. 10.

Mr. Drummond's recommendation is that rehabilitation of the 20-inch influent ductile iron pipe (DIP) should be performed as soon as possible and prior to pipe failure. We cannot predict the timing of failure and the 20-inch DIP may continue to perform its intended function for years to come; however, the risk of failure is high as all sewage transferred from Singer Island passes through this one pipe into Lift Station No. 10 and there are no alternative routes. Wharton-Smith provided cost estimates for both repair and replacement of this pipeline which were estimated at approximately $36,272 and $129,366 respectively.

Again, while the cost of repair is not part of the original agreement with Wharton Smith, the repair costs will be covered in the Utility District repair budget.

I recommend that we move forward with making this repair at a cost of $36,272.00 to avoid increased future costs and the potential for failure.

Should you have any questions, please contact me as soon as possible.

C: Randy Sherman, Director of Finance and Administrative Services
Department file

Randy Sherman: Approved/Disapproved _____

Jonathan Evans: Approved/Disapproved _____

Perry, Troy

From: Mark Drummond <mdrummond@csolutions-us.com>
Sent: Tuesday, August 08, 2017 10:44 AM
To: Perry, Troy
Cc: Walker, Leighton C; Davis, Allen
Subject: Rehabilitation Recommendation - 20-inch Influent DIP at LS10

Importance: High

Mr. Perry,
Per your request below is our recommendation as previously stated.
During the rehabilitation of LS No. 10 by Wharton-Smith, the 20-inch 90 degree tee at the end of the influent 20-inch sanitary sewer was removed as required and it was noted that the influent 20-inch sanitary sewer is in poor condition (corroded) and should be rehabilitated. Rehabilitation of the collection system was not part of the original scope of work for the rehabilitation of LS No. 10 nor was the 20-inch sanitary sewer outside of the wetwell part of the re-configuration of any piping required for the new configuration of LS No. 10. Additionally, at the time of design there were no reports from RBUD staff of any issues related to the condition of the 20-inch influent pipe into LS No. 10 that would have changed this assessment. It should also be noted that the design for LS No. 10 was performed and completed in 2013 but not advertised for bid until March of 2015 so conditions may have worsened by time that the project started construction. With this in mind, the original plan was to remove the 90 degree bend and attach to the existing piping to extend discharge to a more desirable location within the wetwell. Attachment to this 20-inch ductile iron pipe (DIP) as originally envisioned was not seen as advisable once the condition of the piping was reported by the Contractor, following their visual inspection after LS No. 10 was taken offline.

It is the Engineer's recommendation that rehabilitation of the 20-inch influent DIP should be performed as soon as possible and prior to pipe failure. We cannot predict the timing of failure and the 20-inch DIP may continue to perform its intended function for years to come; however, the risk of failure is high as all sewage transferred from Singer Island passes through this one pipe into LS No. 10 and there are no alternative routes. We also now know that the pipe is in poor condition as the Contractor was able to visually inspect this pipe subsequent to taking LS No. 10 offline, pumping down the wetwell, removing the 90-degree bend and then performing an inspection. It is the Engineer's opinion that using cured-in place pipe (CIPP) liner to rehabilitate the existing pipe is the fastest and cheapest method for rehabilitation. It should be noted the Wharton-Smith provided cost estimates for both repair and replacement of this pipeline which were estimated at approximately $36,272 and $129,366 respectively. We believe this rehabilitation should take place while the existing contract with Wharton-smith is in place for the following reasons:

1) Rehabilitation of the pipeline immediately would greatly reduce any risk of failure
2) This could complete any construction in the immediate area of LS No. 10 for the foreseeable future. The public's acceptance for another construction project following the completion of this project in this same area within the near future would likely be low.
3) The cost of doing such a rehabilitation within the existing construction project would likely be significantly less since LS No. 10 is currently offline and this condition will reduce the cost of bypass for the 20-inch DIP during CIPP rehabilitation
4) The difficulty of performing bypass and risk of overflow could be considerably greater once LS No. 10 is put back into full service and the current bypass system removed

The Engineer understands that only one fully responsive bid has been provided for rehabilitation of the 20-inch DIP with CIPP and that this cost is high. However we believe in the current work environment few qualified firms are willing to take the risk associated with this project for a relatively small amount of pipeline to be rehabilitated and if they do so they will charge a premium. Also prices will be high when compared to the linear footage of lining to be installed since the amount of pipeline to be rehabilitated is very small and the mobilization and accommodation for risk is thus distributed to a couple feet of pipe as opposed to thousands of feet of pipe. The firm (Insituform) that has submitted a bid to Wharton-Smith to perform the lining and associated bypass operations is a highly qualified firm in the this field and is one of the pioneers in this method of rehabilitation. We can highly recommend their ability to perform such work. Considering the

existing conditions we strongly advise that the City proceed with awarding this work to Wharton-Smith utilizing Insituform immediately as a change order to the existing contract. Time is of the essence for providing written approval to proceed with this work since the project is nearing completion and the availability of Insituform to perform this work needs to ascertained quickly to minimize any potential delays.

C Solutions Inc. bringing solutions to mind

Best regards,
Mark

Mark Drummond, P.E., BCEE
4152 W. Blue Heron Blvd. # 225
Riviera Beach, FL 33404
www.csolutions-us.com

Wharton-Smith, Inc.
CONSTRUCTION GROUP

May 31, 2017

Mr. Mark Drummond, P.E., BCEE
C Solutions Inc.
610 SE 14th Court, No. 2
Fort Lauderdale, FL 33316

Re: Change Order Proposal No. 07 Option B Revision 1
City of Riviera Beach
The Rehabilitation/Replacement of Lift Stations No. 10 and No. 50
Line 20-inch Influent Pipe @ LS 10

Dear Mr. Drummond:

As requested, we have developed Proposal Summary No. 07 Option B Revision 1 for additional costs to line the existing 20-inch Influent Pipe at LS 10. Included in the proposal is the cost of furnishing all necessary materials, labor, equipment, tools, supervision, and subcontractor costs required for the specified scope of work.

Attached to this letter you will find our detailed Proposal Summary for the amount of ***$37,723.00*** with all associated back-up documentation.

Detailed explanation of items included in this proposal are as follows:

- Lining of existing 20" influent pipe with polyester resin impregnated CIPP liner in accordance with ASTM F1216 or F1743
- CCTV inspection of the pipe before and after the lining is complete
- Sewage bypassing as required to perform this work

Detailed explanation of items ***not*** included in this proposal are as follows:

- Coating/restoration of existing manhole is ***not*** included

Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please furnish a formal Change Order so we may proceed with the work identified in our Proposal Summary, if found acceptable.

Please do not hesitate to call if you should have any questions or wish to discuss this matter further.

Wharton-Smith, Inc.
CONSTRUCTION GROUP

Sincerely,
Wharton-Smith, Inc.

James M. Contino
Project Manager

C.c.: File 17-012/C-05A.1

Summary

Wharton-Smith, Inc.
CONSTRUCTION GROUP

CHANGE ORDER COST PROPOSAL NO. 07

Revision 01

Riviera Beach LS 10 & 50

PROPOSAL SUMMARY

5/31/2017

#		DESCRIPTION						NOTES
1		Furnish all necessary labor, materials, tools, equipment and supervision required for additional costs to						
2		furnish and install polyester resin impregnated CIPP liner in the existing 20-inch influent pipe @ LS 10.						
3								
4								
5								
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7								
8								
9								
10		The duration for the additional work outlined in this proposal is 0 calendar days.						
11		The Contract Time Extension due to this Change Order is 0 calendar days.						
12		MATERIALS					TOTAL	
13		From Page 2					$ -	
14			Tax	7.00%	$ -		$ -	
15			Markup	15.0%	$ -		$ -	GC 43(C)(1)(a)(i)
16							$ -	
17								
18		LABOR	HRS			AVG $ / HR	TOTAL	
19		From Page 3	24.88			$ 94.33	$ 2,347.00	
20			Markup	15.0%	$ 352.05		$ 2,699.05	GC 43(C)(1)(a)(i)
21							$ 2,699.05	
22								
23		TOOLS & EQUIPMENT					TOTAL	
24		From Page 4					$ -	
25			Tax	7.00%	$ -		$ -	
26			Markup	15.0%	$ -		$ -	GC 43(C)(1)(a)(i)
27							$ -	
28								
29		SUBCONTRACTS					TOTAL	
30		From Page 5					$ 33,000.00	
31							$ -	
32								
33								
34			Subtotal				$ 33,000.00	
35			Markup	5.0%	$ 1,650.00		$ 34,650.00	GC 43(C)(1)(a)(ii)
36							$ 34,650.00	
37								
38		OTHER	QTY			REFERENCE	TOTAL	
39		Extended Overhead		Days * Cost Per Day		$ -	$ -	
40		Additional Insurance	0.45%	M + L + T&E + S		$ 37,349.05	$ 168.07	
41		Additional Bond	0.55%	M + L + T&E + S		$ 37,517.12	$ 206.34	
42				Subtotal			$ 374.41	
43				Markup	0.0%	$ 374.41	$ -	GC 43(C)(1)(a)(iii)
44							$ 374.41	
45								
46		FINAL QUOTE TOTAL					TOTAL	
47							$ 37,723.00	
48								
49						$	37,723.00	

Wharton-Smith, Inc.
CONSTRUCTION GROUP

CHANGE ORDER COST PROPOSAL NO. 07

Revision 01

Riviera Beach LS 10 & 50

MATERIAL ESTIMATE

#		MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1							$ -	
2							$ -	
3							$ -	
4							$ -	
5							$ -	
6							$ -	
7							$ -	
8							$ -	
9							$ -	
10							$ -	
11							$ -	
12							$ -	
13							$ -	
14							$ -	
15							$ -	
16							$ -	
17							$ -	
18							$ -	
19							$ -	
20							$ -	
21							$ -	
22							$ -	
23							$ -	
24							$ -	
25							$ -	
26							$ -	
27							$ -	
28							$ -	
29							$ -	
30							$ -	
31							$ -	
32							$ -	
33							$ -	
34							$ -	
35							$ -	
36							$ -	
37							$ -	
38		MATERIAL SUBTOTAL					TOTAL	
39							$ -	
40						$ -		

Wharton-Smith, Inc.
CONSTRUCTION GROUP

CHANGE ORDER COST PROPOSAL NO. 07

Revision 01

Riviera Beach LS 10 & 50

LABOR ESTIMATE

#		LABOR	HRS		RATE		COST			NOTES
			ST	OT	ST	OT	ST	OT	TOTAL	
1		Superintendent	8		$ 95.00	$ 142.50	$ 760.00	$ -	$ 760.00	
2		Asst. Superintendent	0		$ 85.00	$ 127.50	$ -	$ -	$ -	
3		Surveyor	0		$ 65.00	$ 97.50	$ -	$ -	$ -	
4		Craft Foreman	0		$ 65.00	$ 97.50	$ -	$ -	$ -	
5		Operator	0		$ 60.00	$ 90.00	$ -	$ -	$ -	
6		Rodbuster	0		$ 50.00	$ 75.00	$ -	$ -	$ -	
7		Carpenter	0		$ 50.00	$ 75.00	$ -	$ -	$ -	
8		Pipefitter	0		$ 50.00	$ 75.00	$ -	$ -	$ -	
9		Plumber	0		$ 50.00	$ 75.00	$ -	$ -	$ -	
10		Finisher	0		$ 45.00	$ 67.50	$ -	$ -	$ -	
11		Laborer	0		$ 40.00	$ 60.00	$ -	$ -	$ -	
12						$ -	$ -	$ -	$ -	
13						$ -	$ -	$ -	$ -	
14						$ -	$ -	$ -	$ -	
15						$ -	$ -	$ -	$ -	
16						$ -	$ -	$ -	$ -	
17						$ -	$ -	$ -	$ -	
18						$ -	$ -	$ -	$ -	
19						$ -	$ -	$ -	$ -	
20						$ -	$ -	$ -	$ -	
21			8.0	0.0			$ 760.00	$ -		
22			8.0						$ 760.00	
23										
24		ADJUSTMENTS	%		HRS			RATE / HR	TOTAL	
25		Material Handling	7.0%		0.56			$ 30.00	$ 16.80	
26		Testing & Cleaning	2.5%		0.2			$ 30.00	$ 6.00	
27		Warranty & Punchlist	1.5%		0.12			$ 35.00	$ 4.20	
28					0.88				$ 27.00	
29										
30		PROJECT MANAGEMENT			HRS			RATE / HR	TOTAL	
31		Project Manager			8			$ 120.00	$ 960.00	
32		Asst. Project Manager			0			$ 105.00	$ -	
33		Project Engineer			8			$ 75.00	$ 600.00	
34					16.0				$ 1,560.00	
35										
36		LABOR SUBTOTAL					HRS	AVG $ / HR	TOTAL	
37		Manhours	8.0	0.9	16.0		24.9	$ 94.33	$ 2,347.00	
38							24.9			
39								$	2,347.00	
40										

Wharton-Smith, Inc.
CONSTRUCTION GROUP

CHANGE ORDER COST PROPOSAL NO. 07

Revision 01

Riviera Beach LS 10 & 50

EQUIPMENT ESTIMATE

#		TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1		Small Tools	4% Labor Cost	$ 2,347		4%	$ 93.88	
2		Consumables	$1.00 / Labor Hr	24.9		$ 1.00	$ 24.88	
3							$ -	
4							$ -	
5								
6		EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7		Pickup Truck			Day	$ 43.50	$ -	
8		Air Compressor			Day	$ 350.00	$ -	
9		Backhoe/Loader			Day	$ 465.00	$ -	
10		Manlift			Day	$ 450.00	$ -	
11		Generator			Day	$ 68.50	$ -	
##							$ -	
##								
##		RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
##		Welder			Day	$ 74.80	$ -	
##		Trencher			Day	$ 245.00	$ -	
##		Lift			Day	$ 47.50	$ -	
##		Lull Loader			Day	$ 575.00	$ -	
##		Backhoe			Day	$ 465.00	$ -	
##		Concrete Pump			Day	$ 960.00	$ -	
##		Excavator			Day	$ 465.00	$ -	
##		150 Ton Crane			Day	$ 3,500.00	$ -	
##		Core Drill			Day	$ 85.00	$ -	
##							$ -	
##								
##		FUEL	DESCRIPTION	Rate		REF	TOTAL	
##		Equipment Fuel	12% Fueled Equipment Cost	12%		$ -	$ -	
##							$ -	
##								
##								
##		EQUIPMENT SUBTOTAL					TOTAL	
##							$ -	
##								
##						$	-	

Wharton-Smith, Inc.
CONSTRUCTION GROUP

CHANGE ORDER COST PROPOSAL NO. 07

Revision 01

Riviera Beach LS 10 & 50

SUBCONTRACT ESTIMATE

#		SUBCONTRACTOR	SCOPE	INV	TOTAL	NOTES
1		Insituform	Furnish & install polyester resin impregnated CIPP liner		$ 33,000.00	
2						
3						
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33						
34						
35						
36						
37						
38		SUBCONTRACT SUBTOTAL			TOTAL	
39					$ 33,000.00	
40				$	33,000.00	

Labor Breakdown				Hours															
	Quantity	Unit	Duration (Days)	Project Manager	Asst. Project Manager	Project Engineer	Superintendant	Asst. Superintendant	Surveyor	Craft Foreman	Operator	Rodbuster	Carpenter	Pipefitter	Plumber	Finisher	Laborer		Totals
Collect proposals, write Change Orders				8.0		8.0													16.0
Supervision							8.0												8.0
																			0.0
																			0.0
																			0.0
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																			0.0
																			0.0
																			0.0
																			0.0
				8.0	0.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Insituform
Technologies, LLC

9001 NW 97th Terrace
Suite F
Medley, FL 33178

John Tucker
Business Development Manager

Phone: (407) 988-5582
Email: jtucker@aegion.com

May 8, 2017

James M. Contino
Project Manager
Wharton-Smith Inc
125 W. Indiantown Rd, Suite 201
Jupiter, FL 33458

Re: 17-012 Riviera Beach LS10

Dear Mr.Contino,

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

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

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. **ITL will provide two (2) tankers for bypassing when the line is being installed.**
4. Internal reinstatement of all service connections as directed by the Customer or their representative.
5. CCTV inspection of the pipe before and after the lining is complete.
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 Liability
   The 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 above unit prices.

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	CIPP 20"	LS	1	$33,000.00	$33,000.00
	Price includes (2) Tankers & (1) Spool Piece				
	TOTAL				**$33,000.00**

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. 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 etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. **It is not the responsibility of ITL to keep the Wet Well dry.**
11. 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.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.

21. 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 **$1,200** 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.

John Tucker
Business Development Manager

Accepted By:_____ Date: _____
(signed)

_____ Title: _____
(print name)