

RESOLUTION NO. 43-2000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, RATIFYING THE EXPENDITURE OF \$20,425.00 WITHOUT BIDDING FOR EMERGENCY REPAIRS TO THE SANITARY SEWER LINE ADJACENT TO 3429 STATLER DRIVE AND AUTHORIZING PAYMENT TO INSITUFORM TECHNOLOGIES, INC., FOR SUCH REPAIRS; DECLARING AN EMERGENCY; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the existing sanitary sewer line adjacent to 3429 Statler Drive failed and was in need of immediate repair to preserve the carrying capacity of the line and protect the existing home from being damaged by ground settlement; and

WHEREAS, such condition required an immediate expenditure of funds without having competitively bid the repairs in order to protect and preserve the property of the City; and

WHEREAS, such procurement is authorized without competitive bidding by TEXAS LOCAL GOVERNMENT CODE SECTION 252.022.

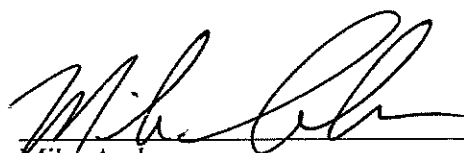
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the expenditure of \$20,425.00 without bidding for emergency repairs to the sanitary sewer line adjacent to 3429 Statler Drive is hereby ratified and payment of funds to Insituform Technologies, Inc., for such repairs set forth in Exhibit "A", is hereby authorized.

SECTION 2. That the City Manager is authorized to take those steps reasonable and necessary to comply with the intent of this resolution.

SECTION 3. That this resolution shall take effect from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 2nd day of October, 2000.



Mike Anderson
Mayor

ATTEST:



Ellen Williams
City Secretary

APPROVED:



B. J. Smith
City Attorney



**Insituform
Technologies, Inc.**

Worldwide Pipeline
Rehabilitation

3001 Roy Drr Blvd
Grand Prairie, TX 75050

Tel: (972) 228-8888
Fax: (972) 263-9247
(800) 272-3023

April 27, 2000

Mr. Bruce Henson
Wastewater Supervisor
City of Mesquite
P.O. Box 850137
Mesquite, TX 75185-0137

PROPOSAL

Project Name: **The City of Mesquite, 3429 Statler Dr. 8" Sanitary Sewer Rehabilitation**

INSITUFORM TECHNOLOGIES, INC. herein proposes to furnish a proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

ASSUMPTIONS AND QUALIFICATIONS

Insituform™ Design. We have based this proposal on a nominal wall thickness for the Insitutube™ as shown in the price proposal. 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. 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, and all will be internally reconnected using the Insitucutter™. Specific service connections will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold INSITUFORM TECHNOLOGIES, INC. harmless from all claims arising from backups and other effects of such actions or inaction's.

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Pipe line cleaning. Loose debris, minor root removal, and "normal" deposits only. Extraordinary conditions will need to be treated as a point repair.
3. Preliminary video inspections and documentation of existing pipe condition prior to reconstruction with the Insituform process.
4. Final video inspection following completion of the installation to document your new pipe.
5. Insitutube wetout using 400,000 Fm resin, inversion, curing, and finishing.
6. Confined space safe entry practices.
7. Communication and coordination with project residents and businesses.
8. One-year standard construction warranty.
9. Certificate of insurance with a standard coverage.
10. Inversion from manholes with sufficient access to allow for process without removal of manhole ring or cone.

EXHIBIT "A"

Proposal Date: September 1, 1999

PROPOSAL EXCLUSIONS

Not included in the prices stated in this proposal are cost associated with the items listed below. These items, if needed or found to be applicable, would be provided by INSITUFORM TECHNOLOGIES, INC. at your additional cost, or would be furnished by others, at your direction, at no cost to INSITUFORM TECHNOLOGIES, INC.:

- a) 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 on the Insitutube™, then those services will be provided at additional charge or alternatively by other arrangement.
- b) Manual operation of any pumping and/or metering stations.
- c) Water from fire hydrants within a convenient distance from each cleaning and inversion site location
- d) Removal of protruding service taps affecting job quality or internal equipment access (must be treated as a point repair—if excavation is required).
- e) Legal dumpsite for debris resulting from pipes cleaning.
- f) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- g) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
- h) **Manhole Installation, rehabilitation, and/or replacement.**
- i) Project permits and/or local licenses.
- j) State and local sales and/or use taxes on the value of the project. If you are exempt please submit the appropriate documentation.
- k) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- l) Performance and Payment Bond not included. This is available upon request, but if required please add 2.5% to the total project cost.
- m) Traffic control, including night lighted appliances to uniform code standards
- n) Any point repairs or obstruction removals
- o) **Bypass diversion pumping**

PRICE PROPOSAL

ITEM NO.	DESCRIPTION	DIA. (in)	T. (in)	APPROX. QUANTITY	U/M	UNIT PRICE	ESTIMATED AMOUNT	
1	Cured in Place Lining system in conformance with ASTM F-1218	8	4.5	305	LF	\$65.00	\$19,825.00	
2	Reconnection of existing cleanouts laterals by internal remote method	4		2	EA	\$300.00	\$600.00	
GRAND TOTAL								\$20,425.00

00006 Proposal Date: September 1, 1999

PROPOSAL TERMS AND CONDITIONS

- a) **Limits of Liability.** In consideration of INSITUFORM TECHNOLOGIES, Inc.'s agreement to maintain no less than \$10,000,000 of comprehensive general liability insurance in the form required by the Contract, INSITUFORM TECHNOLOGIES, Inc.'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, Inc. 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 in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) No retainage allowed.
- 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, INC.
- 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

INSITUFORM TECHNOLOGIES, INC.

TIMOTHY R. PETERIE
TECHNICAL REPRESENTATIVE

ACCEPTED BY

cc: Phil Farley
Mani Boatman
Kenny Pipitone
Vicki Gaudet (File)