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July 17, 2025

Re: Insituform proposal for the Village of Croton-On-The-Hudson, NY – Ridge Road 8" Sanitary Sewer Lining

Scott Marsh
General Foreman
Village of Croton on Hudson
Phone: (914)584-1336

Insituform Technologies, LLC. is pleased to provide the following proposal for the **Village of Croton-On-The-Hudson, NY – Ridge Road 8" Sanitary Sewer Lining**

SCOPE OF WORK

The scope of work includes the following:

- CIPP Lining of 8" sanitary sewer from manhole to manhole.
- Pre-Clean & CCTV Inspection of 8" sanitary sewer
- Post-Lining CCTV Inspection

PROPOSAL PRICING

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

Line Number	Description	Unit of Measure	Pay Quantity	Unit Price (current)	Total Price (current)
1	CIPP 8"	LS	1.00	\$36,700.00	\$36,700.00
1	Clean and CCTV	Day	1.00	\$5,500.00	\$5,500.00
					\$42,200.00

ASSUMPTIONS AND QUALIFICATIONS

1. ITLLC assumes the work will be completed during dry weather conditions.
2. ITLLC assumes clearing of access will be completed by others.
3. ITLLC assumes any MOT above typical cones and signs will be handled by others.
4. 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, if applicable.

INSITUFORM TECHNOLOGIES RESPONSIBILITIES

This proposal is based upon the following qualifications.

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site.
2. Provide submittals.
3. **Bypassing of flows – not to exceed 4-inch pump with lay flat hose laid on street/easement surface to the next appropriate manhole. All other means of bypass will be done by others.**
4. Pre-Clean & CCTV pipelines prior to the CIPP lining.

5. 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.
6. Internal reinstatement of all service connections as directed by the Customer or their representative (if applicable)
7. CCTV inspection immediately after lining is complete.
8. Provide one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing if required per contract documents.
9. General maintenance of traffic using typical cones and signs.
10. Liner designs are in accordance with the bid specifications.
11. Certified Professional Engineer stamped designs.
12. 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.

RESPONSIBILITIES OF VILLAGE OF CROTON-ON-THE-HUDSON

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. Provide all necessary permits, licenses, and construction easements. Make provision for around the clock work during installation and curing of the Insituform liner.
2. Provide all environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose. Restoration will be performed by prime contractor.
3. Prime Contractor to provide free access to and use sufficient water to complete flushing and CIPP installation within 500' of project jobsite for Insituform.
4. Provide a secure yard or facility for overnight and weekend storage/parking of Insituform trucks and equipment if needed.
5. Provide any traffic control if needed, including without limitation, police details, flagmen and special traffic control setups above typical cones and signs will be handled by others.
6. If the pipe is damaged during any standard industry high-pressure jet cleaning operations, preparation or lining the repair of the pipe is the responsibility of others. If subsequent cleaning is required to remove debris that has fallen into the pipe as a result of any such collapse or repair, this would also be the responsibility of others.
7. Locations of and access (of ITLLC equipment and/or personnel and its cleaning contractor) to all manholes associated with the project and as required by ITLLC's work plan. Provide equivalent pipe diameter access from the street level to the invert of the pipe to permit the liner installation from the upstream manhole. If needed, remove the frame and cover and cone section of manholes for liner installation. Complete any restoration required as a result of equipment access to manholes to complete the scope of work.
8. Provide a location for the dumping of any debris removed from the pipe.
9. Any cost associated with capturing or disposing of cure water (if water inversion is mandated).
10. Sealing of any service connections or terminations at manholes.
11. Rehabilitation of services, dye and smoke testing of services.
12. Odor and abatement control.
13. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the contract price.
14. Removal and disposal of any hazardous or toxic materials encountered during the Project.
15. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
16. 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 tube 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 inactions 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 **\$1,800.00** 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. If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the contract price significantly increases, through no fault of Subcontractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Subcontractor's Vice President of Procurement. Due to the confidential nature of Subcontractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Subcontractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.
13. 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.
14. 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.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

LIMITED WARRANTY:

IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECT 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.

MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES:

Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

CUSTOMER TO COMPLETE THE FOLLOWING:

Is Project Tax Exempt Y or N? _____ **(If yes customer shall supply project exemption certificate)**
Are Prevailing Wages Applicable – Y or N? _____ **If Yes – State Wages or Davis Bacon?** _____
Have you worked with Insituform Technologies, LLC or EnTech Infrastructure within past 5 years? _____

Please do not hesitate to contact me with any further questions at 413-346-8657 or mcronin@azuria.com

Sincerely,

Insituform Technologies, LLC.

Michael Cronin
Business Development Manager

Accepted By: _____ Date: _____
(signed)

_____ Title: _____
(print name)