


**POLICY REPORT NO. 22-20**  
**Water Pollution Control Division**  
**Contract for Sanitary/Storm Sewer Rehabilitation**

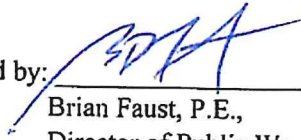
**Project No. 2021-958**

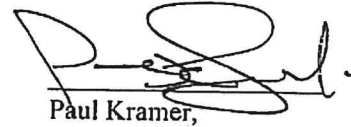
**April 12, 2022**

Prepared by:

  
Tim Guardado,  
WPC Superintendent

Reviewed by:

  
Brian Faust, P.E.,  
Director of Public Works

  
Paul Kramer,  
City Manager

**Issue:**

Consider approval of a contract for Sanitary/Storm Sewer Rehabilitation in the amount of \$164,108.75.

**Background:**

The City of Leavenworth started using CIPP lining in the 90s. The CIPP is a cured-in-place liner for pipes and to rehabilitate sewers. This rehabilitation project will improve the structural integrity of these lines. These liners can be installed quickly and with little or no disruption, e.g. streets not closed as long and sanitary services opened quicker. This means no excavating which normally takes days and in some cases weeks to finish whereas CIPP lining can be finished in a day.

The City CCTV crew has been working to identify lines that are broken and are good candidates for CIPP lining.

We are using a Cooperative Agreement with Insituform and their contract with Johnson County Kansas Wastewater.

Staff is recommending that five (5) sanitary lines and two (2) storm sewers be lined this year:

<u>Type of Line</u>	<u>Size of Pipe</u>	<u>Length of Pipe</u>	<u>Cost/LF</u>	<u>Total Cost</u>
Sanitary Lines:	8" Dia	1381 LF	\$33.75/LF	\$46,608.75
Storm Lines:	30" Dia	260 LF	\$175.00/LF	\$45,500.00
	54" Dia	180 LF	\$400.00/LF	\$72,000.00

Total Project Costs:	<u>Sanitary</u>	<u>Storm</u>	<u>Total</u>
	\$46,609.75	\$117,500.00	\$164,108.75

**Budget Impact:**

Staff looked at the cost for design and construction (with open excavation) at these locations. Cost estimate for open cutting is approximately \$575,000.

**Staff Recommendation:**

Staff recommends the City Commission approve a contract with Insituform for the 2022 Sanitary/Storm Sewer Rehabilitation project for \$164,108.75.

**Attachment:**

Contract with Insituform  
Maps with project locations



**Insituform**  
REGIONAL

Worldwide Pipeline  
Rehabilitation

17220 Bel Ray Place  
Belton, Missouri 64012

Tel: (816) 318-8477  
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[www.insituform.com](http://www.insituform.com)

**REVISED MARCH 24, 2022**  
February 10, 2021

**AAJA-ZBQ1Z9**

**REVISED to –**

Brian D. Faust, PE  
Public Works Director  
City of Leavenworth KS  
100 N. 5<sup>th</sup> Street  
Leavenworth, KS 66048  
[brian.faust@firstcity.org](mailto:brian.faust@firstcity.org)  
913-684-0356

## Proposal

Project Name: **City of Leavenworth KS 2021 CIPP**  
**REVISED MARCH 24 2022**  
per Jo Co WW TERM Contract and Pricing Coop. Agreement

**Due to Resin pricing fluctuations – pricing valid thirty [30] days from proposal date**

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

### ASSUMPTIONS AND QUALIFICATIONS

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INSITUFORM has based this proposal on a **nominal wall thickness** for the Insitutube. 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 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 Prime Contractor will externally reconnect the service at no cost to INSITUFORM TECHNOLOGIES.

The OWNER shall provide access to both ends of the line [including approval of adjacent landowners], including ALL excavation / restoration scopes [by Others / OWNER]. Installation can be completed after point repairs and accesses to both ends are completed.

**Pricing [REV 3 24 2022]:**

DESCRIPTION	APPROX. Qtys. (L F)	U/M	UNIT PRICE	AMOUNT
<b>Sanitary Sewer</b>				
8" CIPP	1381	L F	\$33.75	\$46,608.75
<b>STORM Sewer</b>				
ALT - 30" CIPP	260	L F	\$175.00	\$45,500.00
ALT - 54" CIPP	180	L F	\$400.00	\$72,000.00
			STORM Total =	\$117,500.00
Quantity adjustments may require pricing adjustments			TOTAL =	\$164,108.75
ALL Lines tied for proposal pricing			Storm + Sanitary	

**NOTES:**

Completion – by December 2022 [based on a mutually agreed to schedule between Owner and ITUSA]

Pricing is “tax exempt” [requires a Project Tax Exempt Certificate]

Service reconnections by internal methods ONLY. Service reconnections that cannot be completed by internal methods may require excavation / reconnection by the OTHERS at no additional cost to INSITUFORM TECHNOLOGIES USA, LLC.

Protruding taps– If protruding taps or services cannot be cut or opened remotely, excavation may be required [by Others], at NO additional cost to ITUSA.

Structure Tops at UPSTREAM ends of storm sewer pipe CIPP shots to be removed & replaced - - [including all restoration, etc.] - Provided by City crews / Excluded by ITUSA

The existing guard rail at the end of 16th Terrace to be removed & replaced - - [including all restoration, etc.] - Provided by City crews / Excluded by ITUSA



Sink hole on 30" CIPP shot 8' to 10' south of SB0147 - - [including all restoration, etc.] - Repair / restoration Provided by City crews / Excluded by ITUSA

Flowline grouting, pipe / joint repairs, etc. - Excluded from CIPP pricing summary

City crews shall provide access at upstream structure – fill dirt [as required for truck / refer access], structure top removal / replacement / ALL restoration scopes, R.O.W. access – Excluded by ITUSA

Local Traffic Control ONLY provided by ITUSA

Quantity modifications may require pricing adjustments, All lines tied for pricing

**LOCATIONS**

MHA	MHB	Depth A	Depth B	Street	Diam.	Length	Services
2008	2007	11	16	500 PLEASANT AV	8.0	277	8
2007	2024	16	17	512 PLEASANT AV	8.0	287	6
2024	2023	17	17	520 PLEASANT AV	8.0	317	6
2023	2022	17	17	542 PLEASANT AV	8.0	330	8
392	393	11	14	1222 SPRUSE AV (ALLEY)	8.0	170	6
				STORM - ADD Alternate CIPP			
Inlet (2200 16th Ter)	Outlet	9	7	2200 16th Ter	54.0	180	0
SB#0148	SB#0147	7	7	3130 Iowa	30.0	260	0

**PROPOSAL INCLUSIONS**

The prices stated in this proposal include:

1. Mobilization and demobilization.
2. Pipe line cleaning. Loose debris and "normal" deposits only. Extraordinary conditions will need to be treated as a point repair [by OTHERS].
3. Bypass pumping [CIPP scopes], if needed.
4. Water for cleaning / CCTV + CIPP scopes – provided by OWNER.
5. Local Traffic Control for cleaning / CCTV + CIPP scopes ONLY [Traffic Control including lane closures, special permits, detours, etc. – provided by OWNER].
6. Internal service reconnections ONLY.
7. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP.
8. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
9. Insitube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
10. Confined space safe entry practices.
11. One-year standard construction warranty.
12. Certificate of insurance with a standard coverage.

**PROPOSAL EXCLUSIONS**

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

- 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

- of the Insitutube, then those services will be provided by the Prime Contractor or Owner. This will include excessive roots, excessive debris and protruding taps and point repairs.
- b) Surface video documentation – Excluded.
  - c) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
  - d) Landscaping / shrub removal-replacement / ALL restoration scopes, etc.
  - e) Manual operation of any pumping and/or metering stations.
  - f) Legal dumpsite for debris resulting from pipes cleaning.
  - g) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
  - h) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
  - i) Manhole installation, rehabilitation, and/or replacement.
  - j) Project permits and/or local licenses, Railroad Protective Insurance / Permits, etc.
  - k) State and local sales and/or use taxes on the value of the project. If you are exempt please submit the appropriate documentation.
  - l) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
  - m) Performance and Payment Bond not included. This is available upon request, if required please add 1.5% to the total project cost.**

#### **PROPOSAL TERMS AND CONDITIONS**

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- a) **Limits of Liability.** In consideration of **INSITUFORM TECHNOLOGIES'** agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES'** 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** 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) 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.**
- i) **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.
- j) Insituform submits this bid based on the plans and specifications furnished to it. Insituform's bid is expressly conditioned upon the negotiation of terms and conditions fair to Insituform. Insituform shall have no obligation to perform and shall not be bound by its bid until the execution of a mutually agreeable written contract.

**Submitted by:  
INSITUFORM TECHNOLOGIES USA, LLC**

Brian T. McCrary P.E. - Business Development Manager  
Cellular 816 / 206 – 7703 [bmccrary@aegion.com](mailto:bmccrary@aegion.com)

Accepted

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Signed: \_\_\_\_\_

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

Printed Name/Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone / email: \_\_\_\_\_

Tax Exemption Number: \_\_\_\_\_

**This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal as an attachment.**

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Accepted By: **INSITUFORM TECHNOLOGIES USA, LLC**

By: \_\_\_\_\_

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