

# CITY OF BRUNSWICK

601 Gloucester Street \* Post Office Box 550 \* Brunswick \* Georgia \* 31520-0550 \* (912) 267-5500

Cosby H. Johnson, Mayor  
Felicia M. Harris, Mayor Pro Tem  
John A. Cason III, Commissioner  
Julie T. Martin, Commissioner  
Kendra L. Rolle, Commissioner

City Attorney  
Brian D. Corry

City Manager  
Regina M. McDuffie

## AGENDA

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**BRUNSWICK CITY COMMISSION MEETING  
WEDNESDAY, FEBRUARY 16, 2022 AT 6:00 P.M.  
HYBRID MEETING  
1229 NEWCASTLE STREET, 2<sup>nd</sup> FLOOR  
&  
VIRTUAL TELECONFERENCE VIA ZOOM  
STREAMED LIVE AT THE BELOW WEB ADDRESSES:**

<https://www.facebook.com/citybwkga>

or

<https://cityofbrunswick-ga-gov.zoom.us/j/93398332207>

**CALL TO ORDER \*\*INVOCATION \*\*PLEDGE OF ALLEGIANCE**

### **RECOGNITION(S), PRESENTATION(S), & AWARD(S)**

1. Executive Director of Keep Golden Isles Beautiful Lea King Badya, to Present 2021 Keep Golden Isles Beautiful Outstanding Public Service Award to Executive Assistant to City Manager Deborah McCauley-Craig.

### **APPOINTMENT(S)**

2. Boards and Authority
  - I. Downtown Development Authority – One Appointment

### **CONSENT AGENDA ITEM(S)**

3. Consider Approval of February 2, 2022, Regular Scheduled Meeting Minutes. *(subject to any necessary changes.) (N. Atkinson) (Encl. 1)*

### **ITEM(S) TO CONSIDER FOR APPROVAL**

4. Consider Approval of an Agreement with Insituform Technologies, LLC for the Installation of a Storm Pipe Liner. *(G. Alberson) (Encl. 2)*

### **EXECUTIVE SESSION**

**OFFICIAL MINUTES**  
**BRUNSWICK CITY COMMISSION MEETING**  
**WEDNESDAY, FEBRUARY 2, 2022**  
**AT 6:00 P.M.**  
**HYBRID MEETING**  
**1229 NEWCASTLE STREET, 2<sup>nd</sup> FLOOR**  
**&**  
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**PRESENT:** Honorable Mayor Cosby Johnson, Mayor Pro-Tem Felicia Harris ~via zoom, Commissioner John Cason III ~via zoom, Commissioner Julie Martin and Commissioner Kendra Rolle

**CALL TO ORDER:** Mayor Johnson - *meeting began at 6:00 p.m.*

**INVOCATION:** Mayor Johnson

**PLEDGE OF ALLEGIANCE** – Recited by all in attendance

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*Commissioner Rolle recognized members of Coastal Georgia Area Community Action Authority, Inc. CAYLI Leadership Program.*

*Coastal Georgia Area Community Action Authority, Inc. Chief Executive Officer Tres Hamilton gave a brief overview of what the CAYLI program entail.*

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**PUBLIC HEARING(S) - ALCOHOL BEVERAGE LICENSE – (New) – (R. Monday)**

1. Consider Approval Alcohol Beverage License:

<b>Name of Business</b>	<b>Business Owner/Manager</b>	<b>Business Address</b>	<b>Permit Type</b>
Lady K's Kitchen	Owner: Kristie Cameron Manager: Shatoria Wickham	4441 Altama Ave. Brunswick, GA	On premise consumption of beer, wine, and distilled spirits with Sunday sales.
JP's Wine & Spirits	Owner/Manager: Winton McNair III	3304 Glynn Ave. Brunswick, GA	Retail sale of beer, wine, and distilled spirits.
Fine Food Mart	Owner/ Manager: Shilpesh Patel	2006 Parkwood Dr. Brunswick, GA	Retail sale of beer & wine

Deputy Marshal Monday reported Lady K's Kitchen and JP's Wine & Spirits withdrew their application for a new alcohol beverage license; she stated Fine Food Mart was the only license to consider for approval.

Mayor Johnson opened the floor for anyone wanting to speak in favor or opposition of the above-referenced new alcohol beverage license.

No one came forth to address the commission.

Commissioner Martin made a motion to defer approval consideration for Fine Food Mart until March 2, 2022 commission meeting; giving staff and applicant time to solicit feedback from residential property owners and meet with Goodyear Park NPA regarding the new license; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

**AMENDMENT(S) TO AGENDA**

Commissioner Martin made a motion to remove public hearings for new alcohol license for **Lady K’s Kitchen and JP’s Wine & Spirits** from agenda and add under item(s) to consider for approval as item number 11 three (3) service contracts; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

**PUBLIC HEARING(S) – LAND USE**

2. Consider Approval of Rezoning Petition No. 22-01; from Nehemiah Jayne, Commonwealth Construction of Georgia LLC, Petitioning to Rezone 805 Egmont Street from General Residential (GR) to Local Commercial (LC). (*J. Hunter*)  
Director of Planning, Development and Codes Hunter gave a presentation regarding the above-referenced petition. He reported that staff recommends approval of the rezoning and the Planning and Zoning Commission recommends approval with the condition that the following two allowed uses be stricken: *1) Package Store, and 2) Marina.*

Mayor Johnson opened the floor for anyone wanting to speak in favor or opposition of the proposed petition.

No one came forth to address the commission.

Commissioner Cason made a motion to approve the above-referenced petition seconded by Commissioner Martin. Motion passed unanimously by a vote of 5 to 0.

**APPOINTMENT(S)**

3. Boards, Commission and Authority

I. **Convention Visitor Bureau** – One Appointment ~ (Mayor’s Appointment)

Mayor Johnson appointed H. Bradford Piazza to the above-referenced bureau.

II. **Glynn County Board of Health** – One Appointment ~ (Mayor’s Appointment)

Mayor Johnson appointed Dr. James Gowen to the above-referenced board.

III. **Downtown Development Authority** – One Appointment

Mayor Johnson stated he would like to appoint Audrey Gibbons to the above-referenced authority.

Commissioner Martin made a motion to appoint Jared DiVincent to the above-referenced authority; seconded by Commissioner Cason. Motion failed due to lack of a majority vote; with Commissioner Martin and Commissioner Cason voting yes and Mayor Johnson, Mayor Pro Tem Harris and Commissioner Rolle abstaining.

Commissioner Cason made a motion to defer appointment to the above-referenced authority until February 16, 2022 commission meeting; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

IV. **Planning and Appeals Commission** – One Appointment ~ (Alternate Member)

Commissioner Martin made a motion to appoint Grace Green to the above-referenced commission; seconded by Commissioner Cason. Motion passed unanimously by a vote of 5 to 0.

## **ITEM(S) TO CONSIDER FOR APPROVAL**

4. Consider Approval of January 19, 2022, Regular Scheduled Meeting Minutes. (*subject to any necessary changes.*) (*N. Atkinson*)  
Commissioner Martin made a motion to approve the above-referenced minutes; seconded by Commissioner Cason. Motion passed unanimously by a vote of 5 to 0.
5. Consider Approval of the Reallocation of the Substantial Amendment for Coronavirus Aid, Relief, and Economic Security Act Funds (Community Development Block Grant – CARES – Round 3). (*D. Bravo*)  
Commissioner Martin made a motion to approve the CARES Act Fund allocation of \$24,000 to Roosevelt Harris, Jr. Senior Citizen Center; seconded by Commissioner Cason. Motion passed unanimously by a vote of 5 to 0.  
Consideration for the \$56,000 allocation to Golden Isles Veteran Village to be considered at a later date.  
Lorene Reid, President of Board of Directors and John Bartosh, Vice President/Construction Chairperson for Golden Isles Veteran Village gave an overview of plans for the Veterans Village. Following questions and comments; commission thanked Ms. Reid and Mr. Bartosh.
6. Consider Approval of Financial Reports as of December 31, 2021. (*K. Mills*)  
Mayor Pro Tem Harris made a motion to approve the above-referenced reports as submitted; seconded by Commissioner Rolle. Motion passed unanimously by a vote of 5 to 0.
7. Consider Approval of Resolution No. 2022-01 ~ Authorizing Staff to Apply for the Coastal Incentive Grant on behalf of Kids Port Museum. (*J. Hunter*)  
Following questions and comments for Kelly Hnatt, Board of Director Member of Kids Port Museum.  
Commissioner Cason made a motion to approve the above-referenced resolution; seconded by Commissioner Martin. Motion passed unanimously by a vote of 5 to 0.
8. Consider Approval to Purchase a Mini Excavator with Mower Attachment. (*G. Albersen*)  
Mayor Pro Tem Harris made a motion to approve the above-referenced purchase; seconded by Commissioner Martin. Motion passed unanimously by a vote of 5 to 0.
9. Consider Approval to Purchase a Compact Tractor and Backhoe. (*G. Albersen*)  
Commissioner Martin made a motion to approve the above-referenced purchase; seconded by Commissioner Cason. Motion passed unanimously by a vote of 5 to 0.
10. Consider Approval to Purchase an Aerial Lift Bucket Truck. (*G. Albersen*)  
Commissioner Cason made a motion to approve the above-referenced purchase; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.
11. Consider Approval of Three (3) Service Contracts.  
Information Technology Administrator Kyle Edwards gave a brief overview of plans for Old City Hall, located at 1229 Newcastle Street Audio and Visual Consultant Contract.  
Mayor Johnson requested approval consideration for the following service contracts:
  - 1) SPLOST & LOST Consultant Contract
  - 2) Strategic State Consultant Contract
  - 3) Audio & Visual Consultant ContractCommissioner Rolle made a motion to approve an allotment not to exceed \$30,000 for a SPLOST & LOST Consultant Contract, and for an allotment not to exceed \$30,000 for a Strategic State Consultant Contract; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

## **CITY ATTORNEY'S ITEM(S)**

12. Discussion of Proposed Ordinance No. 1074 ~ Short Term Rental Ordinance.  
City Attorney Corry updated the Commission on the above-referenced proposed ordinance.

William Kitts, Brison Group, stated he was available to meet with the City Attorney Corry regarding the proposed ordinance.

**EXECUTIVE SESSION**

Commissioner Martin made a motion to hold an executive session to discuss real estate, litigation and pursuant to O.C.G.A. Section 50-18-72 – Exception for documents related to Public Safety not subject to disclosure; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

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*Mayor Johnson announced though the work of the Mayor’s Office in connection with Senator Sheila McNeill, Representative Don Hogan and Representative Al Williams two bills have dropped in the State Legislation, one in the House and one in the Senate; the bills will provide free SAT’s for all students; he stated the bill effects not only Brunswick but the state of Georgia as a whole. He thanked Senator Sheila McNeill, Representative Don Hogan and Representative Al Williams in partnering with the Mayor’s Office to push the bills on a Statewide level.*

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**RECONVENE FROM EXECUTIVE SESSION**

Mayor Johnson announced no action was taken and open floor for discussion and or motion.

Commissioner Martin made a motion authorizing Mayor Johnson to execute and sign a Quit Claim Deed on the property located at 2115 Union Street and to release any interest the city has in property regarding the 1989 tax deed; seconded by Commissioner Rolle. Motion passed unanimously by a vote of 5 to 0.

Commissioner Cason made a motion to adjourn; seconded by Commissioner Martin. Motion passed unanimously by a vote of 5 to 0.

**MEETING ADJOURNED** – *meeting adjourned at 10:10 p.m.*

/s/Cosby H. Johnson  
Cosby H. Johnson, Mayor

Attest: /s/ Naomi D. Atkinson  
Naomi D. Atkinson  
City Clerk



**SUBJECT: APPROVAL OF AGREEMENT WITH INSITUFORM TECHNOLOGIES, LLC FOR INSTALLATION OF STORM PIPE LINER**

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**COMMISSION ACTION REQUESTED ON:** February 16, 2022

**PURPOSE:**

Approval of an agreement with Insituform Technologies, LLC for the installation of a Cured-in-Place Pipe (CIPP) liner in the existing 48” storm pipe along Howe Street under Bay Street and the Georgia Ports Authority Mayors Point Terminal parking lot

**HISTORY:**

An existing 48” reinforced concrete pipe runs along Howe Street beginning at Egmont Street and discharging into the river along the west side of the city. The pipe lies under Bay Street, the railroad parallel to Bay Street, and the truck parking/loading lot of the Georgia Ports Authority Mayors Point Terminal. There are several joints which are failing along the length of the pipe causing sinkholes to develop in the pavement of Bay Street and the surface of the terminal parking lot.

**FACTS AND ISSUES:**

In order to repair the pipe joints and eliminate the formation of the sinkholes in the ground surface above the pipe, the pipe must either be replaced, or a liner installed inside the pipe. Due to the potential cost of pipe replacement along with the difficulties involved in such a project, the department has obtained pricing for the installation of a cured-in-place pipe liner. The liner is a resin-impregnated polyester sleeve which is installed without excavation or disturbance to the pipe, roadway, railroad, or parking lot above the pipe. The liner would extend from the curb inlet on the eastern right-of-way line of Bay Street to the pipe outfall, which is a distance of 545 feet.

The other option for repair of the pipe joints is replacement of the pipe. Pipe replacement includes major excavation as well as replacement of the parking area pavement, roadway paving, and railroad track. A replacement project would require permitting by CSX Railroad as well as the Georgia Department of Transportation (GDOT). The permitting process of each of these organizations would also add a significant cost and time factor to the project.

The City has previously installed this type of liner inside storm pipes along Atlanta Avenue and under U.S. Highway 17. The liners have performed well at that location so far. The Brunswick-Glynn Joint Water & Sewer Commission also uses this type of liner extensively as a method of repair for their sanitary sewer lines.

The published lifespan of the liner is 50 years, but recent examination of liners in place indicates the lifespan may be much longer. Regardless, if the storm pipe was replaced with another concrete pipe, the projected lifespan would only be around 25 - 30 years due to the failure of the rubber joint seals. Therefore, the CIPP liner is a much longer-lasting method of repair. The CIPP liner carries a one year warranty on materials and workmanship of the repair.

The project proposal provided by Insituform has price of \$154,458.80 for the installation of the CIPP liner. The estimated cost of pipe replacement is over \$227,000. Therefore, due to the time and cost advantages associated with the liner as well as the projected lifespan, the Department requests approval of the proposal from Insituform for installation of the CIPP liner.

**BUDGET INFORMATION:**

The \$154,458.80 cost of the pipe liner will be paid from the Storm Water Utility. This is not a budgeted project, but the Storm Water Utility contains sufficient surplus funds to cover the cost of this project.

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**OPTIONS:**

1. Approve the agreement with Insituform Technologies in the amount of \$154,458.80 for the installation of a CIPP liner in the Howe Street storm drain pipe.
2. Do not approve the agreement with Insituform Technologies in the amount of \$154,458.80 for the installation of a CIPP liner in the Howe Street storm drain pipe.
3. Take no action at this time.

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**DEPARTMENT RECOMMENDATION ACTION:**

Approve the agreement with Insituform Technologies in the amount of \$154,458.80 for the installation of a CIPP liner in the Howe Street storm drain pipe.

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**DEPARTMENT:   Engineering**

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Prepared by:   Garrow Alberson, Director of Engineering and Public Works

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**ADMINISTRATIVE COMMENTS:**

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**ADMINISTRATIVE RECOMMENDATION:**

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Approve the agreement with Insituform Technologies in the amount of \$154,458.80 for the installation of a CIPP liner in the Howe Street storm drain pipe.

Regina M. McDuffie  
City Manager

February 7, 2022rmm  
Date





6966 Business Park Blvd.  
Jacksonville, Fl. 32256  
www.insituform.com

Dave Raymond  
Business Development Manager

*Insituform Technologies, LLC is a subsidiary of Aegion Corporation*

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Email: draymond@aegion.com

10-13-21

Rick Charnock  
City of Brunswick  
Public Works Department  
525 Lakewood Ave  
Brunswick, GA 31520  
Work Phone: 912-267-5572  
Cell Phone: 912-717-3926  
Email: [rcharnock@cityofbrunswick-ga.gov](mailto:rcharnock@cityofbrunswick-ga.gov)

**Re: RFQ Bay Street Storm Lining Project**

Rick,

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

**PROPOSAL PRICING**

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

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
1	Mobilization	LS	1	\$7,472.30	\$7,472.30
2	Clean/TV & Inspect 48" Pipe	LF	545	\$29.70	\$16,186.50
3	CIPP 48" Pipe	LF	545	\$240.00	\$130,800.00
	<b>TOTAL</b>				<b>\$154,458.80</b>

**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. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. 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 LiabilityThe 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**

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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.
4. **The City of Brunswick would be responsible for taking the lid off the 20" manhole opening for the inversion process.**
5. **The City of Brunswick would be responsible for an escort on the Georgia Port Authority for obtaining access to the outfall of the pipe.**

## **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. Bypassing of services or laterals.
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.

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.

Please do not hesitate to contact me with any further questions.

Very truly yours,

**Insituform Technologies, LLC.**

*Dave Raymond*

Dave Raymond  
Business Development Manager

Accepted By: \_\_\_\_\_  
(signed)

\_\_\_\_\_  
(print name)

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

Title: \_\_\_\_\_