

JUL 07 2008

ORDINANCE NO. 2665

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO
EMPLOY WALDEN ASSOCIATED TECHNOLOGIES, INC.
OF GLEN CARBON, ILLINOIS TO INSTALL CURED IN-
PLACE LININGS IN FIVE (5) SANITARY SEWER
LOCATIONS IN THE CITY OF COLUMBIA, ILLINOIS**


City Clerk

WHEREAS, the City Council of the City of Columbia, Illinois (the "City") accepted the bid and awarded the contract to Walden Associated Technologies, Inc. of Glen Carbon, Illinois (the "Contractor") at a regular meeting of the City Council held July 7, 2008 to install cured in-place linings in five (5) sanitary sewer locations on Ridge Lane, Cascade Drive, S. Rapp Avenue, North Main Street and Glenwood Drive in the City for a total price or sum of Forty Three Thousand One Hundred Forty Dollars and Thirty Cents (\$43,140.30);

WHEREAS, the Notice of Award was given to the Contractor by the City on June 30, 2008 and the Contractor has executed and delivered to the City an Agreement to employ the Contractor to provide the material and to do and perform the work involved and the Contractor has provided the City with the required performance bond, labor and material bond, and certificate of comprehensive liability insurance which names the City as an additional insured, all of which are in due and proper form; and,

WHEREAS, it is necessary and appropriate that the City make and enter into the Agreement to employ the Contractor to provide the materials and to do and perform the work involved for the sanitary sewer rehabilitation project aforesaid.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The Mayor is hereby authorized and directed to make and enter into the Agreement dated June 25, 2008 to employ the Contractor to perform the sanitary sewer rehabilitation work described above (which is more particularly described in the employment Agreement), in the form attached hereto, in at least three (3) counterparts; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. The City Engineer, Ronald J. Williams, P.E. is directed to deliver to the Contractor the Contractor's copy of the Agreement and to proceed with the preconstruction conference, if any, and the performance of the work involved.

Section 4. This Ordinance shall be in full force and effect, from and after its passage, as provided by law.

Alderman Row moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

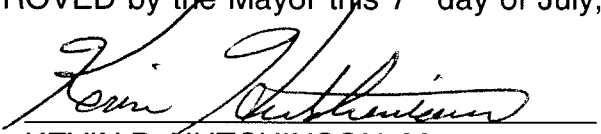
YEAS: Aldermen Ebersohl, Niemietz, Unnerstall, Row, Hejna, Oberkfell and Mayor Hutchinson.

NAYS: None.

ABSENT: Aldermen Agne and Stumpf.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 7th day of July, 2008.



KEVIN B. HUTCHINSON, Mayor

ATTEST:


WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

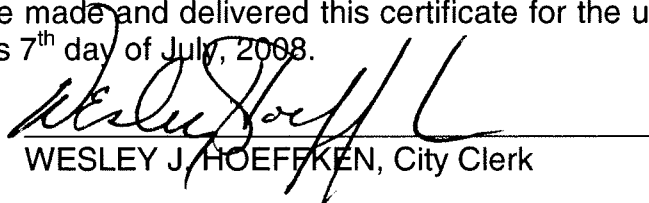
I, Wesley J. Hoeffken, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No.2665 entitled:

"AN ORDINANCE TO AUTHORIZE AN AGREEMENT TO EMPLOY WALDEN ASSOCIATED TECHNOLOGIES, INC. OF GLEN CARBON, ILLINOIS TO INSTALL CURED IN-PLACE LININGS IN FIVE (5) SANITARY SEWER LOCATIONS IN THE CITY OF COLUMBIA, ILLINOIS"

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 7th day of July, 2008.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 7th day of July, 2008.


WESLEY J. HOEFFKEN, City Clerk

(SEAL)

Walden Associated Technologies, Inc.

P.O. Box 845
Glen Carbon, IL 62034

618-397-9840

Fax: 618-397-0098

June 25, 2008

Proposal # 062508001

Mr. Morris Linnemann
City of Columbia
206 South Rapp Ave.
Columbia, IL 62236
Phone: 618-281-4264
Fax: 618-281-5255

RE: Proposal for Cured-in-Place Liner Installations for 2008

Walden Associated Technologies, Inc. (hereinafter, known as WAT) proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK with the exception of those items that have been specifically addressed in the TERMS AND CONDITIONS of this proposal.

LOCATION OF PROJECT: **Citywide 5 locations**

DESCRIPTION: **There are 5 line(s) which need to be renewed through the cured-in-place lining method. These repairs will require a liner with a mainline diameter of 8 inches, length not to exceed as noted each.**

SPECIAL NOTE: **Bid is based on US Department of Energy average diesel fuel price of \$4.70 per gallon. Any deviation prior to award of greater than 5% in the US average price will result in additional fuel surcharge.**

SCOPE OF WORK

1. WAT will mobilize our crew and equipment to the project location.
2. WAT will flush the pipeline and perform an internal inspection to verify the pipeline has been properly prepared for the liner installation.
3. WAT will install 5 Cured-in-Place Liners with a mainline diameter of 8 inches, with a length not to exceed as noted each.
4. The liner assembly will be vacuum impregnated with a polyester resin designed for the cured in-place pipe process producing an end product that meets or exceeds ASTM F1216-93 & AWWAC-950.
5. The liner will then be inverted into the mainline. Air pressure is then applied causing the impregnated liner to invert forward into and through the pipeline.
6. The liner will be held in-place for 2+ hours until final cure is achieved with heat.
7. WAT will NOT be responsible for the re-assembly of any connections or fittings, backfilling or restoration of the job site.
8. WAT does not have costs associated with reinstatement of any service laterals included in the liner price. If there is a connection within the point-of-repair, it will be invoiced at the noted cost.
9. A post lining video inspection of the repair location will be recorded from end to end of the repair. This recording will be done on standard VHS format and turned into City of Columbia.

PRICING SCHEDULE

1 - (8" x 364') Cascade Street	\$9,398.50	For each Cured-in-Place installation when the mainline diameter is 8 inches, and with a length not to exceed 364 feet.
1 - (8" x 135') Ridge Lane	\$3,485.70	For each Cured-in-Place installation when the mainline diameter is 8 inches, and with a length not to exceed 135 feet.
1 - (8" x 335') Main Street	\$8,649.70	For each Cured-in-Place installation when the mainline diameter is 8 inches, and with a length not to exceed 335 feet.
1 - (8" x 404') Glenwood Drive	\$10,431.30	For each Cured-in-Place installation when the mainline diameter is 8 inches, and with a length not to exceed 404 feet.
1 - (8" x 244') Rapp Street	\$6,300.10	For each Cured-in-Place installation when the mainline diameter is 8 inches, and with a length not to exceed 244 feet.
1- Service Lateral Reinstatement	\$100.00	Cost for each service lateral to be reinstated within the repair area. (ESTIMATING 40 TOTAL)
Mobilization	\$875.00	This is a lump sum mobilization charge from the point-of-origin (E. St. Louis, IL) to Columbia, IL and the return trip. This charge is applicable once crew has mobilized.
Total Project Estimate	\$43,140.30	Estimate based upon footages and lateral count provided.
Each Additional foot of liner required after preinspection	\$35.00	Price per foot for every additional foot of liner material required above the base bid length as noted during preinspection process.
Crew Rate	\$500.00	This is an hourly charge for crew & equipment for any circumstances that arise beyond the control of Walden Associated Technologies, Inc. that results in a delay of progress such as but not limited to: downtime or heavy cleaning.

NOTE: In any repair section where excessive infiltration could inhibit the liner installation process, chemical grout will be used to stop the infiltration. Chemical grouting if required is an additional \$285.00 per hour plus \$25.00 per gallon for all grout mixed for this project. The clean up time for chemical grouting will be charged at the same hourly rate. **PLEASE NOTE:** For standard Liner installations, WAT does not anticipate the need for the application of chemical grout and does not automatically bring the necessary equipment and materials to the job site to perform this task. This is a special requirement and needs to be established, in writing, prior to the mobilization of our crew and equipment.

TERMS AND CONDITIONS

1. WAT will video the entire line lengths prior to ordering of liner materials. This video documentation will be evaluated to determine if circumstances exist which would require specialized equipment or force us to abandon the scheduled repairs for reasons such as but not limited to:
 - Collapsed pipe sections.
 - Protruding taps that would inhibit our camera or launching equipment.
 - Severe root intrusion in repair section(s).
 - Severe offset joint(s).
 - Crew/equipment limitations.
 - Severe mineral deposits.
 - Any defects in mainline section that could restrict our cameras, cleaning equipment or launchers, Irregular pipe shapes or sizes.
 - Active infiltration.
2. City of Columbia shall ensure access points exist and is accessible for every scheduled liner installation, in accordance with the technical specifications for this project. If homeowner or business cooperation is required to gain access to the sewer, it will be the responsibility of City of Columbia to schedule the access. All repair locations must be readily accessible. Any access provisions must be made prior to mobilization and is the responsibility of City of Columbia.
3. Prior to the arrival of our crew and equipment, City of Columbia must provide our office with a legible map/representation of the exact repair location with addresses and manhole locations. It is the sole responsibility of City of Columbia to ensure all repair locations are clearly marked or appoint an onsite representative to guide our crew to all repair locations. The markings must include legibly painting with green marking paint all manhole numbers on the manhole lids, both upstream and downstream for every repair scheduled. Any time spent searching for locations shall be charged at time rates for crew and equipment as outlined in the PRICING SCHEDULE.
4. WAT will provide traffic control required for this project.
5. Traffic control shall be limited to traffic cones and construction signs. Any additional measures ensuring a safe working environment for our crew and equipment will be the sole responsibility of City of Columbia. This includes the mainline section where the upstream and downstream manholes are located. If applicable, all signs, cones or detours must be set-up prior to the mobilization of our crew and equipment.
6. WAT will provide any by-pass pumping required for this project.
7. City of Columbia shall provide water on site or be responsible for gaining permission to use a hydrant near by. If a meter is needed and/or a deposit for the meter is needed, City of Columbia shall provide the deposit and ensure the meter is onsite at the time of arrival for our crew & equipment.

8. Our price is based on a "light cleaning" of the sewer pipe. Light cleaning is defined as two (2) passes with a high velocity sewer jet. Any additional cleaning or root cutting shall be determined as "heavy cleaning." Heavy cleaning shall be charged at time rates for crew and equipment as outlined in the PRICING SCHEDULE. WAT will not remove any debris from the sewer pipe. WAT will only be responsible for jetting & flushing the sewer pipe. If required, City of Columbia shall be responsible for removing and disposing of any debris in the line that would inhibit the liner installation process.
9. City of Columbia shall be responsible for ALL permits required in order to complete our portion of work as outlined in the SCOPE OF WORK, in a legal and legitimate manner. All permits must be secured prior to the mobilization of our crew and equipment. Excessive wait time for permits shall be charged at time rates for crew and equipment as outlined in the PRICING SCHEDULE.
10. Our prices are based upon all manholes and/or repair locations being readily accessible by our trucks and equipment. Any access provisions must be made prior to the mobilization of our crew and equipment and is the responsibility of City of Columbia.
11. WAT has utilized phone conversations, information from the job qualification sheets and/or video documentation provided by Morris Linnemann, a representative of City of Columbia to generate this proposal. If any of the required information has not been provided which directly affects our SCOPE OF WORK (i.e. Video documentation) or if the provided information is found to be inaccurate, incomplete or outdated, the following charges will apply:
 - Hourly downtime charges for crew and equipment as outlined in the PRICING SCHEDULE.
 - The mobilization charge as outlined in the PRICING SCHEDULE.
 - A project for which an order is issued, liner kits have been ordered or materials purchased, and any portion of the project is subsequently canceled for reasons beyond the control of WAT shall have a restocking fee of cost plus 10% applied to the final invoice for each returned liner kit.
 - If the project consists of a single liner and the liner installation cannot be completed for reasons beyond the control of WAT, City of Columbia will be subject to a four-hour minimum downtime charge for crew and equipment as outlined in the PRICING SCHEDULE.
12. The prices contained within this contract are calculated based on the quantities specified. Any reduction in the actual quantity of liner installations or work to be performed that exceeds fifteen percent (15%) or more of the total project quantities for reasons beyond the control of Walden Associated Technologies, Inc. shall have an additional five percent (5%) increase per liner installation applied to the final invoice.
13. If in the sole opinion of our Field Superintendent, conditions become unsafe or unsuitable for our method(s) of repair, we reserve the right to terminate work in that section without prejudice against any other structures that may be completed for reasons such as but not limited to: irregular pipe shapes, collapsed pipe sections,

protruding taps, severe root intrusion, severe offset joint(s), severe mineral deposits access restraints or crew/equipment limitations.

14. If work is required that deviates in any way from the work outlined in this proposal, a signed and dated change order or a separate proposal must first be obtained through our office before any additional work will be authorized.
15. Any unauthorized additions, deletions or alterations to any part of this document will null and void these prices and this proposal.
16. Our prices are subject to change if conditions are considered a hazardous environment.
17. Our prices are firm for forty-five days from the date on the proposal. Work can commence within ninety working days of your written notice to proceed and receipt of this properly executed document. We will require 20 days to complete our portion of the work (this includes time required from initial video inspection for documentation to the installation of the liners). If any circumstances arise that are beyond the control of WAT, the deadline for our portion of the work must be extended in proportion to said circumstances.
18. An outline for payment terms is as follows:

Payment due date is a net thirty-days from date of invoice without exception or retention.

- Any payment due after thirty days from the due date on the invoice will be subject to an interest rate of 1.5% monthly, 18% annually.
- WAT reserves the right to submit either a full payment request or progress payment for any work completed in a calendar month and such payment requests will be submitted to City of Columbia no later than two days prior to the deadline as outlined in the bid documents and specifications for this project. WAT must receive payment from City of Columbia no later than ten (10) working days from the date of receiving payment from the owner for all work performed by WAT as outlined on the invoice. If City of Columbia fails to submit progress payments in a timely fashion as outlined in the bid documents and specifications or has received payment from owner and has not made payment to WAT as stipulated above then any late fees as outlined shall be applicable.
- WAT reserves the right to terminate or suspend work for any contract in which an invoice has not been paid by City of Columbia as stipulated.
- WAT reserves the right to secure any debt that has become delinquent. As soon as an invoice becomes overdue and an account becomes delinquent, it is our company's policy to initiate the legal process to secure that debt. This includes any legal consultations, retaining services for an independent collection agency and/or all necessary paperwork for filing liens or any other debt collection remedies. City of Columbia shall be bound and liable for any additional expenses or associated costs incurred by WAT for collecting an outstanding debt.

- WAT will not be held responsible for any liquidated damages that may result from termination or suspension of work due to non-payment for outstanding invoices between WAT & City of Columbia.

19. The laws of the State of Illinois shall govern the construction and performance of this agreement. The parties agree that any disputes relative to the terms of this agreement or work performed will be resolved in Illinois under Illinois law and both parties consent to the jurisdiction of the St. Clair County Courts.

20. Increased insurance limits or specialty insurance such as but not limited to Railroad Protective insurance, bonding or extended warranties, is available at customer's request and shall be applied to the invoice as an additional cost above and beyond project prices listed.

21. All work in a confined space shall be performed under WAT confined space entry procedures, (OSHA Guideline 1910.146) found in the Walden Associated Technologies, Inc. 2008 Safety Manual.

22. WAT will provide a warranty of all materials and workmanship for a period of one year under normal usage and regular conditions based on industry standards for this application. If there is any indication that a problem exists with our materials or our workmanship, WAT requires that our office be notified in writing prior to retaining any other company to make an assessment or any alteration of our work. If WAT has not been notified of any potential problems, we will not accept any financial responsibility for expenses incurred nor will we warrant any of our work or our materials that have been altered without our written consent or from anyone other than an authorized representative of WAT. With the proper notification, WAT will mobilize to the job site and correct any problems relating to our work at no charge to City of Columbia. However, if our crew & equipment mobilize back to the job site and it is determined that the problem is not a result of our materials or our workmanship, City of Columbia shall be charged at the original time rates for crew, equipment, mobilization, lodging, per diem or additional associated costs as outlined in this document. If WAT is called back to this job site for any reason whatsoever; this proposal with its SCOPE OF WORK and TERMS AND CONDITIONS will govern all work to be performed and any additional charges that may apply.

23. Upon proper execution of this document, a representative of City of Columbia is acknowledging that:

- This document accurately reflects all work to be performed by WAT as outlined in the SCOPE OF WORK.
- That all information about the repair(s) is accurate. This includes station numbers, footages and locations of liner installations, manhole locations, manhole numbers, mainline diameters, length of repair and description of defect.
- City of Columbia agrees to compensate WAT in full for the total amount as described above for any charges accrued for this project.
- City of Columbia is under a strict obligation to meet and comply with ALL requirements as outlined in this document and that if any requirement as

stipulated has not been met implicitly, downtime charges as outlined in the Pricing Schedule will be applied.

- City of Columbia fully understands the obligations as stipulated within for this project and this contract in its entirety. This includes: The SCOPE OF WORK, The PRICING SCHEDULE and all of The TERMS AND CONDITIONS.

24. Time rates for crew & equipment shall be applied for downtime, wait time or any additional set-ups required for any section in which we mobilize our crew and set up our equipment and cannot complete the proposed work for that section for reasons beyond the control of Walden Associated Technologies, Inc. such as, but not limited to:

- Any lack of access provisions required by City of Columbia.
- Any permits or water meter required that have not been secured.
- Any traffic control that is not supplied, that is required by City of Columbia.
- Any defects in mainline segment that was not made evident prior to mobilization such as but not limited to:
 - a) Extreme offset joints.
 - b) Severe protruding taps.
 - c) Collapsed portion of pipe in mainline segment restricting access.

25. Any transmission of documents pertaining to this project through the use of a facsimile machine (hereinafter known as FAX) is hereby permissible.

26. This proposal in its entirety is subject to change pending an onsite inspection and review of all video documentation.

You may indicate acceptance by returning a signed and dated copy of this proposal in its entirety or you may incorporate this proposal referenced by the Proposal Number, with The SCOPE OF WORK, The PRICING SCHEDULE and The TERMS AND CONDITIONS set forth as part of your sub-contract. It is agreed, that if the terms and conditions set forth in this proposal conflict with your sub-contract in any way, that the Terms and Conditions as outlined by WAT will supercede your sub-contract for our portion of the work.

Proposed By:


James Bohn
Walden Associated Technologies, Inc.

6/25/08
Date

Accepted By:

Name/Title
City of Columbia

Date

Walden Associated Technologies, Inc.

**P.O. Box 845
Glen Carbon, IL 62034**

618-397-9840

Fax: 618-397-0098

June 25, 2008

Proposal # 062508001

Mr. Morris Linnemann
City of Columbia
206 South Rapp Ave.
Columbia, IL 62236
Phone: 618-281-4264
Fax: 618-281-5255

RE: Proposal for Cured-in-Place Liner Installations for 2008

Walden Associated Technologies, Inc. (hereinafter, known as WAT) proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK with the exception of those items that have been specifically addressed in the TERMS AND CONDITIONS of this proposal.

LOCATION OF PROJECT: Citywide 5 locations

DESCRIPTION: There are 5 line(s) which need to be renewed through the cured-in-place lining method. These repairs will require a liner with a mainline diameter of 8 inches, length not to exceed as noted each.

SPECIAL NOTE: Bid is based on US Department of Energy average diesel fuel price of \$4.70 per gallon. Any deviation prior to award of greater than 5% in the US average price will result in additional fuel surcharge.

SCOPE OF WORK

1. WAT will mobilize our crew and equipment to the project location.
2. WAT will flush the pipeline and perform an internal inspection to verify the pipeline has been properly prepared for the liner installation.
3. WAT will install 5 Cured-in-Place Liners with a mainline diameter of 8 inches, with a length not to exceed as noted each.
4. The liner assembly will be vacuum impregnated with a polyester resin designed for the cured in-place pipe process producing an end product that meets or exceeds ASTM F1216-93 & AWWAC-950.
5. The liner will then be inverted into the mainline. Air pressure is then applied causing the impregnated liner to invert forward into and through the pipeline.
6. The liner will be held in-place for 2+ hours until final cure is achieved with heat.
7. WAT will NOT be responsible for the re-assembly of any connections or fittings, backfilling or restoration of the job site.
8. WAT does not have costs associated with reinstatement of any service laterals included in the liner price. If there is a connection within the point-of-repair, it will be invoiced at the noted cost.
9. A post lining video inspection of the repair location will be recorded from end to end of the repair. This recording will be done on standard VHS format and turned into City of Columbia.

PRICING SCHEDULE

1 - (8" x 364') Cascade Street	\$9,398.50	For each Cured-in-Place installation when the mainline diameter is 8 inches, and with a length not to exceed 364 feet.
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1- Service Lateral Reinstatement	\$100.00	Cost for each service lateral to be reinstated within the repair area. (ESTIMATING 40 TOTAL)
Mobilization	\$875.00	This is a lump sum mobilization charge from the point-of-origin (E. St. Louis, IL) to Columbia, IL and the return trip. This charge is applicable once crew has mobilized.
Total Project Estimate	\$43,140.30	Estimate based upon footages and lateral count provided.
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NOTE: In any repair section where excessive infiltration could inhibit the liner installation process, chemical grout will be used to stop the infiltration. Chemical grouting if required is an additional \$285.00 per hour plus \$25.00 per gallon for all grout mixed for this project. The clean up time for chemical grouting will be charged at the same hourly rate. **PLEASE NOTE:** For standard Liner installations, WAT does not anticipate the need for the application of chemical grout and does not automatically bring the necessary equipment and materials to the job site to perform this task. This is a special requirement and needs to be established, in writing, prior to the mobilization of our crew and equipment.

TERMS AND CONDITIONS

1. WAT will video the entire line lengths prior to ordering of liner materials. This video documentation will be evaluated to determine if circumstances exist which would require specialized equipment or force us to abandon the scheduled repairs for reasons such as but not limited to:
 - Collapsed pipe sections.
 - Protruding taps that would inhibit our camera or launching equipment.
 - Severe root intrusion in repair section(s).
 - Severe offset joint(s).
 - Crew/equipment limitations.
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 - Any defects in mainline section that could restrict our cameras, cleaning equipment or launchers, Irregular pipe shapes or sizes.
 - Active infiltration.
2. City of Columbia shall ensure access points exist and is accessible for every scheduled liner installation, in accordance with the technical specifications for this project. If homeowner or business cooperation is required to gain access to the sewer, it will be the responsibility of City of Columbia to schedule the access. All repair locations must be readily accessible. Any access provisions must be made prior to mobilization and is the responsibility of City of Columbia.
3. Prior to the arrival of our crew and equipment, City of Columbia must provide our office with a legible map/representation of the exact repair location with addresses and manhole locations. It is the sole responsibility of City of Columbia to ensure all repair locations are clearly marked or appoint an onsite representative to guide our crew to all repair locations. The markings must include legibly painting with green marking paint all manhole numbers on the manhole lids, both upstream and downstream for every repair scheduled. Any time spent searching for locations shall be charged at time rates for crew and equipment as outlined in the PRICING SCHEDULE.
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8. Our price is based on a "light cleaning" of the sewer pipe. Light cleaning is defined as two (2) passes with a high velocity sewer jet. Any additional cleaning or root cutting shall be determined as "heavy cleaning." Heavy cleaning shall be charged at time rates for crew and equipment as outlined in the PRICING SCHEDULE. WAT will not remove any debris from the sewer pipe. WAT will only be responsible for jetting & flushing the sewer pipe. If required, City of Columbia shall be responsible for removing and disposing of any debris in the line that would inhibit the liner installation process.
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 - Hourly downtime charges for crew and equipment as outlined in the PRICING SCHEDULE.
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 - If the project consists of a single liner and the liner installation cannot be completed for reasons beyond the control of WAT, City of Columbia will be subject to a four-hour minimum downtime charge for crew and equipment as outlined in the PRICING SCHEDULE.
12. The prices contained within this contract are calculated based on the quantities specified. Any reduction in the actual quantity of liner installations or work to be performed that exceeds fifteen percent (15%) or more of the total project quantities for reasons beyond the control of Walden Associated Technologies, Inc. shall have an additional five percent (5%) increase per liner installation applied to the final invoice.
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protruding taps, severe root intrusion, severe offset joint(s), severe mineral deposits access restraints or crew/equipment limitations.

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15. Any unauthorized additions, deletions or alterations to any part of this document will null and void these prices and this proposal.
16. Our prices are subject to change if conditions are considered a hazardous environment.
17. Our prices are firm for forty-five days from the date on the proposal. Work can commence within ninety working days of your written notice to proceed and receipt of this properly executed document. We will require 20 days to complete our portion of the work (this includes time required from initial video inspection for documentation to the installation of the liners). If any circumstances arise that are beyond the control of WAT, the deadline for our portion of the work must be extended in proportion to said circumstances.
18. An outline for payment terms is as follows:

Payment due date is a net thirty-days from date of invoice without exception or retention.

- Any payment due after thirty days from the due date on the invoice will be subject to an interest rate of 1.5% monthly, 18% annually.
- WAT reserves the right to submit either a full payment request or progress payment for any work completed in a calendar month and such payment requests will be submitted to City of Columbia no later than two days prior to the deadline as outlined in the bid documents and specifications for this project. WAT must receive payment from City of Columbia no later than ten (10) working days from the date of receiving payment from the owner for all work performed by WAT as outlined on the invoice. If City of Columbia fails to submit progress payments in a timely fashion as outlined in the bid documents and specifications or has received payment from owner and has not made payment to WAT as stipulated above then any late fees as outlined shall be applicable.
- WAT reserves the right to terminate or suspend work for any contract in which an invoice has not been paid by City of Columbia as stipulated.
- WAT reserves the right to secure any debt that has become delinquent. As soon as an invoice becomes overdue and an account becomes delinquent, it is our company's policy to initiate the legal process to secure that debt. This includes any legal consultations, retaining services for an independent collection agency and/or all necessary paperwork for filing liens or any other debt collection remedies. City of Columbia shall be bound and liable for any additional expenses or associated costs incurred by WAT for collecting an outstanding debt.

- WAT will not be held responsible for any liquidated damages that may result from termination or suspension of work due to non-payment for outstanding invoices between WAT & City of Columbia.

19. The laws of the State of Illinois shall govern the construction and performance of this agreement. The parties agree that any disputes relative to the terms of this agreement or work performed will be resolved in Illinois under Illinois law and both parties consent to the jurisdiction of the St. Clair County Courts.

20. Increased insurance limits or specialty insurance such as but not limited to Railroad Protective insurance, bonding or extended warranties, is available at customer's request and shall be applied to the invoice as an additional cost above and beyond project prices listed.

21. All work in a confined space shall be performed under WAT confined space entry procedures, (OSHA Guideline 1910.146) found in the Walden Associated Technologies, Inc. 2008 Safety Manual.

22. WAT will provide a warranty of all materials and workmanship for a period of one year under normal usage and regular conditions based on industry standards for this application. If there is any indication that a problem exists with our materials or our workmanship, WAT requires that our office be notified in writing prior to retaining any other company to make an assessment or any alteration of our work. If WAT has not been notified of any potential problems, we will not accept any financial responsibility for expenses incurred nor will we warrant any of our work or our materials that have been altered without our written consent or from anyone other than an authorized representative of WAT. With the proper notification, WAT will mobilize to the job site and correct any problems relating to our work at no charge to City of Columbia. However, if our crew & equipment mobilize back to the job site and it is determined that the problem is not a result of our materials or our workmanship, City of Columbia shall be charged at the original time rates for crew, equipment, mobilization, lodging, per diem or additional associated costs as outlined in this document. If WAT is called back to this job site for any reason whatsoever; this proposal with its SCOPE OF WORK and TERMS AND CONDITIONS will govern all work to be performed and any additional charges that may apply.

23. Upon proper execution of this document, a representative of City of Columbia is acknowledging that:

- This document accurately reflects all work to be performed by WAT as outlined in the SCOPE OF WORK.
- That all information about the repair(s) is accurate. This includes station numbers, footages and locations of liner installations, manhole locations, manhole numbers, mainline diameters, length of repair and description of defect.
- City of Columbia agrees to compensate WAT in full for the total amount as described above for any charges accrued for this project.
- City of Columbia is under a strict obligation to meet and comply with ALL requirements as outlined in this document and that if any requirement as

stipulated has not been met implicitly, downtime charges as outlined in the Pricing Schedule will be applied.

- City of Columbia fully understands the obligations as stipulated within for this project and this contract in its entirety. This includes: The SCOPE OF WORK, The PRICING SCHEDULE and all of The TERMS AND CONDITIONS.

24. Time rates for crew & equipment shall be applied for downtime, wait time or any additional set-ups required for any section in which we mobilize our crew and set up our equipment and cannot complete the proposed work for that section for reasons beyond the control of Walden Associated Technologies, Inc. such as, but not limited to:

- Any lack of access provisions required by City of Columbia.
- Any permits or water meter required that have not been secured.
- Any traffic control that is not supplied, that is required by City of Columbia.
- Any defects in mainline segment that was not made evident prior to mobilization such as but not limited to:
 - a) Extreme offset joints.
 - b) Severe protruding taps.
 - c) Collapsed portion of pipe in mainline segment restricting access.

25. Any transmission of documents pertaining to this project through the use of a facsimile machine (hereinafter known as FAX) is hereby permissible.

26. This proposal in its entirety is subject to change pending an onsite inspection and review of all video documentation.

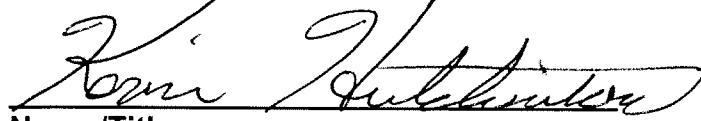
You may indicate acceptance by returning a signed and dated copy of this proposal in its entirety or you may incorporate this proposal referenced by the Proposal Number, with The SCOPE OF WORK, The PRICING SCHEDULE and The TERMS AND CONDITIONS set forth as part of your sub-contract. It is agreed, that if the terms and conditions set forth in this proposal conflict with your sub-contract in any way, that the Terms and Conditions as outlined by WAT will supercede your sub-contract for our portion of the work.

Proposed By:


ESTIMATOR
James Bohn
Walden Associated Technologies, Inc.

6/25/08
Date

Accepted By:


Name/Title
City of Columbia MAYOR

7/7/08
Date