

Proposal

Opportunity #: OPP-106539

Project Name: PA Tarentum Sewer Condition Assessment 2021

Basis of Understanding & Scope of Work: RedZone shall Solo robots, trained operating crews, data analysts, and the necessary appurtenances to access and collect data for the approximately 17,688 LF including 4,032 LF of 8"-12" and approx. 13,656 LF of 15"-30".

DETAILS

Create Date: 3/22/21

Prepared By: Sam Cancilla

Expiration Date: 4/22/21

Email: scancilla@redzone.com

ACCOUNT INFORMATION

Contact Name: Alison St. Clair
Entity: Gibson-Thomas Engineers

Email: alison.stclair@gibson-thomas.com

SCHEDULE

Est. Time for Completion: TBD Q2-2021

Invoicing Procedure:
50% upon Collection, 50% upon Delivery

VALUES AND PRICING

Description	Est. Qty	Unit	Unit Cost	Subtotal
1. Mobilization of Crew and Specialized Equipment	1	EA	\$1,250.00	\$1,250.00
2. 8"-12" Asset Characterization - CCTV	4,032	LF	\$1.50	\$6,048.00
3. 15"-30" Asset Characterization - CCTV	13,656	LF	\$3.00	\$40,968.00
4. De-Mobilization of Crew and Specialized Equipment	1	EA	\$1,250.00	\$1,250.00
			Total	\$49,516.00
Contingency				
C.1 - Sonde Locating buried MH's with CCTV	1	HR	\$375.00	

PRICING NOTES /EXCLUSIONS AND TERMS

- Payment Due Net 30 from Receipt and acceptance of Invoice.
- RedZone excludes bonding.
- Prevailing Wage: ☐ YES ☒ NO
- Quantities above are estimated, and Billing will reflect actual quantities achieved.
- Recon Performed: ☐ YES ☒ NO
- If access for inspection is an issue, Client and RedZone will coordinate appropriate plan for inspection prior to commencement of work and costs associated, if any.
- RedZone shall provide all the labor, equipment, and material required to perform the Project Scope.
- RedZone to provide traffic cones, if necessary. All other traffic control is responsibility of Client.
- RedZone shall work 7 days/nights a week, excluding holidays. Workplan schedule shall be coordinated with Project Managers prior to commencement of work.
- Signatures to be executed by authorized agents prior to commencement of work.

DELIVERABLES



Sample deliverables can be found at the following link and correspond based on robotic platform required for scope of work. *Any additional deliverable requirements should be mentioned here.*

<https://redzone.box.com/s/x43jhcxb0m6mbqx2l3i0ax19s8223ta>

Signatures below agree to deliverable provided.

SIGNATURES

Client

Signature 

Print Michael L. Nestico

Title Tarentum Borough Manager

Date 6/24/2021

GENERAL TERMS AND CONDITIONS

- 1) **General Conditions.** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement which services are to be performed by RedZone for the proposal recipient (the Client). Client's signature and return of the proposal are presented, or Client's authorization of RedZone to commence the work, shall constitute acceptance of all its terms and conditions.
- 2) **Client's Responsibilities.** Client shall be responsible for all requirements and instructions that it furnished to RedZone pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to RedZone pursuant to this Agreement. RedZone may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Client shall arrange for safe access to and make all provisions for RedZone to enter upon public and private property as required to perform services under the Agreement. Client shall inform RedZone in writing of any specific requirements of safety or security programs that are applicable to RedZone, as a visitor to any Site under study in advance of performing services. If RedZone cannot continue its work due to circumstances caused or allowed by Client's act or omission and to the extent such Client does not provide written notice to RedZone of such circumstance a reasonable period of time prior to RedZone commencing (or attempting to commence) work, then RedZone reserves the right to charge Client for downtime and hourly costs and expenses on a time and material basis, including without limitation modification of travel or lodging plans.
- 3) **Terms of Payment.** Client shall pay RedZone as set forth in the proposal and unless noted in that proposal in specific terms payments are due within thirty (30) days from the submission to Client of an invoice. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise RedZone in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion. A "late payment" charge of one and one-half percent (1½ %) per month or the maximum legal rate, whichever is greater, will be made on all monies past due and shall be paid immediately.
- 4) **Pre-existing Conditions.** RedZone will not be responsible for liability, loss, or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of RedZone's work at the location in question. Client is responsible for loss of service equipment caused by the pre-existing conditions at the jobsite.
- 5) **Environmental Conditions.** All debris to be encountered by RedZone during performance of the onsite Services hereunder is represented by Client to RedZone to be non-hazardous, requiring no manifesting or special permitting. Client shall be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of the project.
- 6) **Indemnification.** The Client and RedZone will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Client also will indemnify RedZone for liability, loss and expense resulting from RedZone services if RedZone is acting at the direction or instruction of the Client, or where the primary cause of any damages is due to information provided by the Client. Where the Client provides labor for RedZone, the Client will indemnify RedZone for liability, loss or expense for work related injuries to those laborers not provided by RedZone. Client shall indemnify RedZone for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by RedZone's negligence.
- 7) **Limitations of Liability.** In no event shall RedZone be liable for any indirect, special, or consequential loss or damage arising out of any work performed for Client. To the fullest extent permitted by law, the total liability, in the aggregate, of RedZone to Client or anyone claiming by or through Client, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to RedZone's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. RedZone is not responsible for the rendering of or failure to render architectural, engineering, or surveying professional services. Client and RedZone waive all rights of subrogation for claims covered by the parties' insurance.
- 8) **Scope Limitations.** Any material, equipment, structure, or service item that is not explicitly a part of this Agreement is specifically excluded from Contractor's Work.
- 9) **Performance Dates.** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by RedZone. RedZone shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond RedZone's reasonable delays. Further, RedZone shall not be responsible for delays in the project cause by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.
- 10) **Contract Amendments.** The following contract amendment procedure is to be used for work performed for the Client by RedZone, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, RedZone and the Client will review and agree on the work to be performed; (b) A contract amendment or change order will be completed regarding scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) RedZone will perform the work and bill the Client. For time and materials work, back-up documentation will be provided.
- 11) **Entire Agreement.** This proposal together with any written documents, which may be incorporated by specific references herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by RedZone of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

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