

Contract for Sewer CIPP Supplies

New Braunfels Utilities
New Braunfels, Texas
Contract Number 02191-11

This Contract is entered effective August 1, 2011, by Perma-Liner Industries, Inc. ("Contractor"), a Florida Corporation doing business in the state of Texas, and New Braunfels Utilities (NBU), a municipally owned utility.

The Contractor and NBU, in consideration of the mutual covenant, promises, and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to NBU the service and materials related to the delivery of Sewer CIPP Supplies, as set forth in the Contract Documents for the period from August 1, 2011 through July 31, 2012 (Contract Term). There shall be up to four (4) additional 1-year terms, at mutual consent. In no case shall the agreement extend beyond July 31, 2016.

Contract Documents: The Contract Documents consist of this signed contract 02191-11, Request for Proposal No. 02191, Sewer CIPP System, the bid or proposal from the Contractor, Attachment A (Awarded Items and Prices), and any purchase orders created by NBU related to this Contract, all of which are incorporated herein by reference.

Compensation and method of payment: For satisfactorily providing all of the services described and required in the Contract Documents, the Contractor shall receive payments upon submission of invoices, payable within 30 days of receipt and acceptance of the invoice and work.

Time is of the essence. As liquidated damages the Contractor agrees to pay NBU all costs, expenses, fines, fees, and charges associated with obtaining performance from alternative sources, including shipping, transportation, handling, materials, equipment rental, travel, mileage, per-diem, lodging, and associated costs. The only excuse from performance shall be *Force Majeure* upon submittal of adequate documentation and written evidence that such defense exists. For the purposes of this Contract, *Force Majeure* is defined as an unexpected or uncontrollable event not due to Contractor negligence, including Acts of God or disruptive conditions for which Contractor will not be held responsible.

Termination: The Contract may be canceled at any time by NBU for non-performance, and for any other reason by either party with 90 calendar days written notice.

Assignment: Neither this Contract nor any duties or obligations may be assigned by the Contractor without the prior written consent of NBU. A condition of any assignment by the Contractor will require the assignee or the assignee's legal representative to agree in writing to personally assume, perform and be bound by all the provisions of this Contract.

Entire Agreement: This Contract, including the Contract Documents, constitutes the entire and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

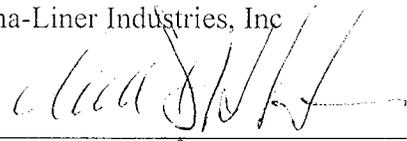
Governing Law: This Contract, and the rights and duties of the parties under it, are governed by the laws of the State of Texas. Venue for interpretation or enforcement of this Contract lies in the courts of Comal County, Texas.

In witness whereof, the parties, acting through their authorized representatives, have caused this Contract to be duly executed, intending to be bound by it.

New Braunfels Utilities

Perma-Liner Industries, Inc

Signature: 

Signature: 

Printed Name: Paula J. DiFonzo

Printed Name: Gerald D. Hulsbeck

Title: Chief Executive Officer

Title: President

Date: 8-4-11

Date: 7/26/2011

Address: 263 E. Main Plaza

Address: 13000 Automobile Boulevard

New Braunfels, TX 78130

Clearwater, FL 33762

Phone: 830-629-8496

Phone: 727-507-9749

Fax: 830-629-8418

Fax: 727-507-9849

**ATTACHMENT A
AWARDED ITEMS AND PRICES**

Item No.	Description	Quantity		Perma-Liner
1	Liner, Pipe, 4", 330'x3mm 673-050-00002	5 Roll	Unit Cost	\$1,755.00
			Ext. Amt	\$8,775.00
			Days ARO	15 Days
2	Liner, Pipe, 6", 330'x3mm 673-050-00003	6 Roll	Unit Cost	\$2,207.04
			Ext. Amt	\$13,242.24
			Days ARO	15 Days
3	Calibration Tube, 4", RED, 150' 673-050-00004	10 Roll	Unit Cost	\$721.15
			Ext. Amt	\$7,211.50
			Days ARO	15 Days
4	Calibration Tube, 6", RED, 150' 673-050-00005	12 Roll	Unit Cost	1,007.87
			Ext. Amt	\$12,094.44
			Days ARO	15 Days
5	Resin, Part A, Perma-Lateral 315-090-00001	60 Ea	Unit Cost	\$332.61
			Ext. Amt	\$19,956.60
			Days ARO	15 Days
6	Resin, Part B, Perma-Lateral 315-090-00002	35 Ea	Unit Cost	\$343.69
			Ext. Amt	\$12,029.15
			Days ARO	15 Days
7	Liner, Pipe, 8"	1,421 Ft	Unit Cost	\$25.00
			Ext. Amt	\$35,525.00
			Days ARO	15 Days
8	Liner, Pipe, 10"	1,000 Ft	Unit Cost	\$30.00
			Ext. Amt	\$30,000.00
			Days ARO	15 Days
9	Liner, Pipe, 12"	1,000 Ft	Unit Cost	\$37.00
			Ext. Amt	\$37,000.00
			Days ARO	15 Days