

CONTRACT

THIS CONTRACT, made and entered into on the 25th day of September, 2019, by and between Miami-Dade County, Florida, acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes called the "County"), and I.situform Technologies, LLC, party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish all labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the County known and identified as

“TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION-TO-RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO S-946”

at the unit prices reflected in the Proposal, for an aggregate amount up to **Eight Million Dollars and No Cents (U.S. Dollars) \$8,000,000.00**. The Contract will be awarded for an aggregate amount of up to \$8,000,000 for a two-year period. Unless the Contract is renewed, it will terminate upon the depletion of the awarded amount or the expiration of the two-year period, whichever occurs first. The two-year term of the Contract will commence with issuance of the Notice to Proceed. The County Mayor or County Mayor's designee has the option to renew the Contract for up to an additional two years on a year to year basis, provided that the Contractor maintains the prices, etc. used in the original contract, with an additional total amount of up to \$8,000,000. Each renewal option will be for a one-year period and up to \$4,000,000. The County does not guarantee that the full amount of the Contract will be issued to the Contractor. Continuation of the Contract beyond the initial period is a County prerogative not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

2. That the Contractor shall begin the work to be performed under this Contract on a day to be specified in a written order issued by the Engineer, and shall fully complete all work hereunder within the time or times stated in the Proposal.

3. That the County shall pay to the Contractor for the faithful performance of this Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of the Proposal as set forth above at the times and in a manner stated in the General Terms and Conditions of the Contract Documents.

4. It is further mutually agreed that if at any time after the execution of this Contract, Surety Performance and Payment Bond, the County shall deem the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the performance of the

CONTRACT

work, the Contractor shall at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security shall have been furnished in a manner and form satisfactory to the County.

5. The "Contract Documents" are hereby defined as the Questionnaire, the Advertisement for Bids, the Instructions to Bidders, the Proposal, the Certified Resolution (Proposal/Prescribed Bid Bond), the Prescribed Bid Bond, the Contract, the Surety Performance and Payment Bond, the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Terms and Conditions, the Supplemental General Terms and Conditions, the Supplemental General Conditions (if Ordinance 90-143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as amended by Ordinance 00-30), the Reporting Subcontracting Policies and Procedures (Ordinance 98 -15 9), the Small Business Enterprise Programs Participation Provisions and Forms (if applicable), and the provisions for the following: Vendors Affidavit (Uniform County Affidavits); Criminal Record (Felony) (as amended by Ordinance 00-30; Community Workforce Program County Code Section 2-1701, Office of Miami-Dade County Inspector General (IG) (if Ordinance 97-215 as amended by Ordinance 99-15 is applicable); Sworn Statement – Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; Change Orders; Notice to Proceed, Referenced Codes and Standards, Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

The General Terms and Conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that it has read and understands all of said Contract Documents.

6. The various indemnities of the Contractor contained in the Contract Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Contract.

7. The County retains the right to audit any and all information regarding this Contract as described in the General Covenants and Conditions, Section 41 "Audit Rights and Review of Records".

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or Mayor's designee's, may exercise the provisions of Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Any change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-8.2.12 (5), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the Mayor or the Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with General Terms and Conditions Article 11.D(1) Termination for Convenience.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract in four (4) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

By: [Signature]
Deputy Clerk

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Mayor or Mayor's Designee

(PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

Sarah Francis Davis 9/19/14
Assistant County Attorney
Miami-Dade Water and Sewer Department



WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST
[Signature]
(Secretary)
Jana Lause
Contracting and Attesting Officer
(Print or type name)

Insituform Technologies, LLC
(Name of Corporation)

By: [Signature]
(Signature of Officer)

Diane Partridge
(Print or type name)

Contracting and Attesting Officer
(Official Title)

17988 Edison Avenue

Chesterfield, MO 63005
(Address)

(PARTY OF THE SECOND PART)

Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract and Surety Performance and Payment Bond to do so in its behalf.

CERTIFIED RESOLUTION

I, Jana Lause, the duly elected ^{Contracting and} ~~Secretary~~ ^{Attesting Officer} of
(Name) (LLC)

Insituform Technologies, LLC, a Corporation organized and existing under the laws of the State of Delaware, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HEREBY RESOLVED that Diane Partridge, the duly
(Name)
elected Contracting and Attesting Officer of Insituform Technologies, LLC
(Title of Officer)

be and is hereby authorized to execute and submit a Contract and Surety Performance and Payment Bond to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department, respectively, for a certain Project entitled

TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION-TO-RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO S-946

and such other instruments in writing as may be necessary in behalf of the said Corporation, and that the Contract, Surety Performance and Payment Bond and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds."

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

Given under my hand and the Seal of the said Corporation this 25th day
of September, 2019.
(Month) (Year)

By: Jana Lause
(Secretary)
Jana Lause
Contracting and Attesting Officer
(Print or type name)

(SEAL)

Insituform Technologies, LLC
(Corporate Title)

INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We, Insituform Technologies, LLC, as Principal, whose principal business address is 17988 Edison Avenue, Chesterfield, MO 63005, as Contractor under the contract dated September 25, 2019, between Principal and Miami-Dade County for the construction of **"TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION-TO-RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO S-946"**, (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Travelers Casualty and Surety Company of America

a corporation, whose principal business address is One Tower Square, Hartford, CT 06183 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") for an aggregate amount up to **Eight Million Dollars and No Cents (U.S. Dollars) \$8,000,000.00**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. The County does not guarantee that the full amount of the Contract will be issued to, or paid to the contractor. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all work due under the Contract, including but not limited to guarantees, warranties, and the curing of latent defects, said Contract being made a part of this bond by reference; and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays County for all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract; then this bond is void, otherwise it remains in full force.

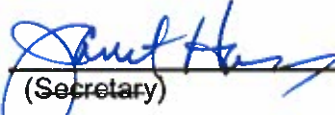
If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents, and compliance or noncompliance with any formalities connected with the Contract or the changes, do not affect the Surety's obligation under this Bond.

SURETY PERFORMANCE AND PAYMENT BOND (Continued)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 25th day of September, 2019.

ATTEST:



(Secretary)
Janet Hass, Contracting & Attesting Officer
(Print or type name)

CONTRACTOR:

Insituform Technologies, LLC

(Contractor Name)
BY: 

(President) (Managing Partner or Joint Venturer)
Diane Partridge

(Print or type name)
Contracting & Attesting Officer

(Official Title)

(SEAL)

SURETY PERFORMANCE AND PAYMENT BOND (Continued)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

Travelers Casualty and Surety Company of America
(Printed Name of Surety)

(CORPORATE SEAL)

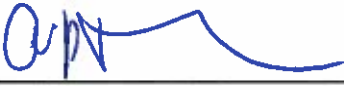
One Tower Square

Hartford, CT 06183

(Address of Surety)

860-277-0111

(Telephone of Surety)

By: 
(Signature of Attorney-in-Fact)*

By: 
(Signature of Resident Florida Agent)*

Andrew P. Thome, Attorney-in-Fact
(Printed Name of Attorney-in-Fact)

Katherine Cronin
(Printed Name of Agent)

One Tower Square

2420 Lakemont Ave., Ste 100

Hartford, CT 06183
(Address)

Orlando, FL 32814
(Address)

860-277-0111
(Telephone)

407-388-2509
(Telephone)

(Copy of Agent's current
Identification Card as issued by
Commissioner must be attached)

*Power of Attorney must be attached

BOND APPROVED
AS TO INSURANCE REQUIREMENTS

ISD-RISK MANAGEMENT DIVISION
DATE: 17 Sept 19

State of Missouri
County of St. Louis

On September 25, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

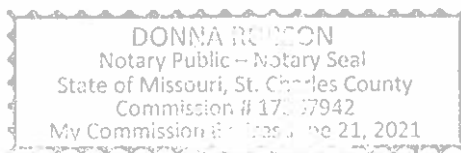
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Donna Robson, Notary Public



My Commission Expires: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **September**, 2019.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

KATHERINE JOANN CRONIN

License Number : W260543

Resident Insurance License

Issue Date

• 0220 - GENERAL LINES (PROP & CAS)

06/04/2015

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fdfls.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jimmy Patronis
Chief Financial Officer
State of Florida

PROPOSAL

Name of Bidder Insituform Technologies, LLC
(Fill in)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1.00		CURED-IN-PLACE PIPE LINING	
1.01	125,000 Linear Feet	Cured-in-place 8-inch diameter pipe lining up to 24 feet deep in non-industrial areas, for the unit price per linear foot of: <u>Twenty-Two</u> Dollars and <u>Ninety</u> Cents (\$ <u>22.90</u> /LF)	\$ <u>2,862,500.00</u>
1.02	10,100 Linear Feet	Cured-in-place 10-inch diameter pipe lining up to 24 feet deep in non-industrial areas, for the unit price per linear foot of: <u>Twenty-Six</u> Dollars and <u>Seventy</u> Cents (\$ <u>26.70</u> /LF)	\$ <u>269,670.00</u>
1.03	2,500 Linear Feet	Cured-in-place 12-inch diameter pipe lining up to 24 feet deep in non-industrial areas, the unit price per linear foot of: <u>Thirty-One</u> Dollars and <u>Fifty</u> Cents (\$ <u>31.50</u> /LF)	\$ <u>78,750.00</u>
1.04	1,000 Linear Feet	Cured-in-place 15-inch diameter pipe lining up to 24 feet deep in non-industrial areas, for the unit price per linear foot of: <u>Forty-Five</u> Dollars and <u>zero</u> Cents (\$ <u>45.00</u> /LF)	\$ <u>45,000.00</u>

PROPOSAL

Name of Bidder Insituform Technologies, LLC
(Fill in)

Item No.	Estimated Quantity	Description	Total
1.05	1,890 Linear Feet	Cured-in-place 18-inch diameter pipe lining up to 24 feet deep in non-industrial areas, for the unit price per linear foot of: <u>Sixty-Four</u> Dollars and <u>Forty</u> Cents (\$ <u>64.40</u> /LF)	\$ <u>121,716.00</u>
1.06	500 Linear Feet	Cured-in-place 21-inch diameter pipe lining up to 24 feet deep in non-industrial areas, for the unit price per linear foot of: <u>Seventy-Three</u> Dollars and <u>Fifty</u> Cents (\$ <u>73.50</u> /LF)	\$ <u>36,750.00</u>
1.07	1,850 Linear Feet	Cured-in-place 24-inch diameter pipe lining up to 24 feet deep in non-industrial areas, for the unit price per linear foot of: <u>Eighty-Six</u> Dollars and <u>Ninety</u> Cents (\$ <u>86.90</u> /LF)	\$ <u>160,765.00</u>
1.08	500 Linear Feet	Cured-in-place 27-inch diameter pipe lining up to 24 feet deep in non-industrial areas, for the unit price per linear foot of: <u>one Hundred and Eight</u> Dollars and <u>Twenty</u> Cents (\$ <u>108.20</u> /LF)	\$ <u>54,100.00</u>

PROPOSAL

Name of Bidder Insituform Technologies, LLC
(Fill in)

Item No.	Estimated Quantity	Description	Total
1.09	500 Linear Feet	Cured-in-place 30-inch diameter pipe lining up to 24 feet deep in non-industrial areas, for the unit price per linear foot of: <u>One Hundred and Twenty Eight</u> Dollars and <u>zero</u> Cents (\$ <u>128.00</u> /LF)	\$ <u>64,000.00</u>
1.10	500 Linear Feet	Cured-in-place 36-inch diameter pipe lining up to 24 feet deep in non-industrial areas, for the unit price per linear foot of: <u>One Hundred and Sixty Eight</u> Dollars and <u>Ninety</u> Cents (\$ <u>168.90</u> /LF)	\$ <u>84,450.00</u>
1.11	50 Linear Feet	Cured-in-place 8-inch to 15-inch diameter pipe lining up to 24 feet deep in industrial areas, for the unit price per linear foot of: <u>One Hundred and Fifteen</u> Dollars and <u>Sixty</u> Cents (\$ <u>115.60</u> /LF)	\$ <u>5,780.00</u>
1.12	100 Linear Feet	Cured-in-place 18-inch to 24-inch diameter pipe lining up to 24 feet deep in industrial areas, for the unit price per linear foot of: <u>One Hundred and Sixty Three</u> Dollars and <u>Fifty</u> Cents (\$ <u>163.50</u> /LF)	\$ <u>16,350.00</u>
1.13	2,758 Each	Reinstatement of service laterals, for the unit price per each of: <u>Eighty Eight</u> Dollars and <u>Twenty</u> Cents (\$ <u>88.20</u> /EA)	\$ <u>243,255.60</u>

PROPOSAL

Name of Bidder Insituform Technologies, LLC
(Fill in)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1.14	2,000 Each	Sealing lateral connections, for the unit price per each of: <u>Two Hundred and Twenty Seven</u> Dollars and <u>Forty</u> Cents (\$ <u>227.40</u> /EA)	\$ <u>454,800.00</u>
1.15	157 Each	Supplemental payment for installing cured-in-place pipe, independent of pipe diameter, segment length and depth, in easement areas away from the vehicular traveled way, for the unit price per each of: <u>Two Hundred and Sixty Four</u> Dollars and <u>Fifty</u> Cents (\$ <u>264.50</u> /EA)	\$ <u>41,526.50</u>
1.16	300 Each	Supplemental payment for Installing cured-in-place liners, in main lines, independent of pipe diameter, and depth that are less than 100LF in total length for Bid Items 1.01 through 1.12, for the unit price per each of: <u>Five Hundred and Twenty Eight</u> Dollars and <u>Ninety</u> Cents (\$ <u>528.90</u> /EA)	\$ <u>158,670.00</u>
1.17	347 Each	For cured-in place pipe lining of 6" diameter service laterals up to 25 feet in length (including the sealing of the connection and the first joint). IN ACCORDANCE WITH ASTM F1216., for the unit price per each of: <u>Three Thousand Four Hundred Thirty Eight</u> Dollars and <u>Zero</u> Cents (\$ <u>3,438.00</u> /EA)	\$ <u>1,192,986.00</u>

PROPOSAL

Name of Bidder Insituform Technologies, LLC
(Fill in)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1.18	500 LF	For cured-in-place pipe lining of 6" diameter service laterals beyond the first 25 feet included in the base item 1.17. IN ACCORDANCE WITH ASTM F1216., for the unit price per lineal foot of: <u>Five</u> Dollars and <u>Thirty</u> Cents (\$ <u>5.30</u> /LF)	\$ <u>2,650.00</u>
1.19	4 Each	For Cured-in-Place Pipe Lining repair of 6-inch diameter service laterals, sealing the connection and the first joint Contingent of the lateral (minimum of 20 inches in length) IN ACCORDANCE WITH ASTM F1216 , for the unit price per each of: <u>Two Thousand Eight Hundred and Three</u> Dollars and <u>Thirty</u> Cents (\$ <u>2,803.30</u> /EA)	\$ <u>11,213.20</u>
1.20	1,998 Linear Feet (Max \$7 per lineal foot)	For cleaning and pre-work inspection when repairs to the sewer mains have been cancelled by the Engineer as a result of change in conditions, the unit price per linear foot of: <u>Five</u> Dollars and <u>zero</u> Cents (\$ <u>5.00</u> /LF)	\$ <u>9,990.00</u>
1.21	400 Linear Feet (Max \$15 per lineal foot)	For cleaning and pre-work inspection when repairs to the sewer laterals have been cancelled by the Engineer as a result of change in conditions, the unit price per linear foot of: <u>Fifteen</u> Dollars and <u>zero</u> Cents (\$ <u>15.00</u> /LF)	\$ <u>6,000.00</u>

PROPOSAL

Name of Bidder Insituform Technologies, LLC
(Fill in)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
2.00		<u>BYPASS PUMPING OF SEWAGE</u>	
2.01	35 Each	For Bypass Pumping of Sewage, where authorized, in 8 through 15-inch sectional sewer pipes, for the unit price per each of: <u>one thousand and five hundred</u> Dollars and <u>zero</u> Cents (\$ <u>1,500.00</u> /EA)	\$ <u>52,500.00</u>
2.02	2 Each	For Bypass Pumping of Sewage, where authorized, in 18 through 36-inch sectional sewer pipes, for the unit price per each of: <u>Fifteen Thousand</u> Dollars and <u>zero</u> Cents (\$ <u>15,000.00</u> /EA)	\$ <u>30,000.00</u>
3.00		<u>MAINTENANCE OF TRAFFIC (M.O.T.)</u>	
3.01	Aggregate Sum	For providing maintenance of traffic, the aggregate sum of: <u>Forty Eight Thousand Three Hundred and Forty Eight</u> Dollars and <u>zero</u> Cents	\$ <u>48,348.00</u>
4.00		<u>SUBTOTAL</u>	
4.01		SUBTOTAL OF ITEMS 1.01 THROUGH 3.01	\$ <u>6,051,770.30</u>

PROPOSAL

Name of Bidder Insituform Technologies, LLC
(Fill in)

Item No.	Estimated Quantity	Description	Total
5.00 DEDICATED ALLOWANCES			
5.01	Dedicated Allowance	For providing uniformed/off-duty policemen for the purposes of maintenance of traffic, the aggregate sum of: <u>Fifty Thousand</u> Dollars and <u>No</u> Cents	\$ <u>50,000.00</u>
5.02	Dedicated Allowance	For cured-in-place sectional pipe lining of 8" through 36", in excess of the quantities in the Bid Items 1.01 thru 1.12, paid for at the same unit prices as those Bid Items <u>One Hundred Fifty Thousand</u> Dollars <u>No</u> Cents	\$ <u>150,000.00</u>
5.03	Dedicated Allowance	For cost of required construction permits and fees, <u>if authorized by the Engineer</u> , the sum of <u>Thirty Thousand</u> Dollars <u>No</u> Cents	\$ <u>30,000.00</u>
6.00 CONTINGENCY ALLOWANCE ACCOUNT			
6.01	Dedicated Allowance	For unforeseen conditions, for minor construction changes, and for quantity adjustments, <u>if ordered by the Engineer</u> , the sum of 10% of the Subtotal, Item 4.01, (.10)X(Subtotal, Item 4.01) <u>Six Hundred and Five Thousand One hundred Seventy Seven</u> Dollars and <u>Three</u> Cents	\$ <u>605,177.03</u>

PROPOSAL

Name of Bidder Insituform Technologies, LLC
(Fill in)

Item No.	Estimated Quantity	Description	Total
7.00		<u>TOTAL BID</u>	
7.01	TOTAL	BID Items (4.01, 4.02, 5.01, 5.02, 5.03 and 6.01)	\$ <u>6,886,947.33</u>

8.00 **TIME ALLOWANCE ACCOUNT**

8.01 Time Allowance Account For unforeseen conditions, for minor construction Allowance changes, and for quantity adjustments, if authorized by the Engineer, the total of

Seventy-three (73) Calendar Days for Initial Two-Year Contract Period

Thirty-seven (37) Calendar Days for each One-Year Contract Renewal Option Period Thereafter

Note: For a detailed description of each Proposal Item, refer to Section 8.00, of the Specifications entitled "Measurement and Payment".

In order to accomplish the total quantity of work indicated in this Proposal within the one-year contract time period, I (the undersigned Bidder) will require the use of:

- 2 independent line cleaning crews;
- 2 independent television inspection surveys crews and
- 2 independent repair crews,

each of whom will be required to work simultaneously, for at least a portion of the contract period. I certify that I intend to accomplish all of the work indicated, that I will have these crews available for this contract, either my own personnel and equipment or approved subcontractors, and that I will make them available, as needed, to fully perform all of the work of this contract in a timely manner.

Diane Partridge
(Signature)

Diane Partridge
Contracting and Attesting Officer

(Print or Type name)

Insituform Technologies, LLC

(Company name)