INVITATION FOR BIDS

Project SS16.1

BID DOCUMENTS AND SPECIFICATIONS

2016 SANITARY AND STORM SEWER LINING
FOR THE MUNICIPALITIES OF:

GLENVIEW, NORTHBROOK, NILES, KENILWORTH & SKOKIE

VILLAGE OF SKOKIE
5127 OAKTON STREET
SKOKIE, IL 60077
(847) 673-0500
LEGAL NOTICE

Official notice is hereby given that sealed bids will be received at the Village of Skokie, 5127 Oakton Street, Skokie, IL 60077 until 11:00 a.m. local time on April 21, 2016, and then at said office publicly opened and read aloud for the following:

RFB ON: 2016 SANITARY AND STORM SEWER LINING FOR
THE MUNICIPALITIES OF: GLENVIEW, NORTHBROOK, NILES, KENILWORTH, AND SKOKIE

A MANDATORY PRE-BID MEETING WILL BE HELD ON APRIL 14, 2016 AT 10:00AM AT THE VILLAGE OF SKOKIE, 5127 OAKTON STREET, SKOKIE, IL 60077.

Scope of work includes approximately 40,854 linear feet of sanitary and storm sewer lining in various sizes of cured-in-place pipe (CIPP) lining, and 2,000 linear feet of heavy cleaning.

Plans, specifications and bid forms may be obtained at the Village of Skokie, 5127 Oakton Street, Skokie, IL 60077, or by calling (847) 933-8240.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Skokie for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq).

Offers may not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Villages reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: April 7, 2016
Erik Cook
Director of Engineering

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if
## Schedule of Prices

**Company Name:** Insituform Technologies USA, LLC  
**Address:** 17988 Edison Avenue  
**City, State, Zip Code:** Chesterfield, MO 63005

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>21,167</td>
<td>26.41</td>
<td>559,630.02</td>
</tr>
<tr>
<td>2</td>
<td>8&quot; CURED IN PLACE PIPE (EASEMENT)</td>
<td>FOOT</td>
<td>488</td>
<td>39.07</td>
<td>19,064.24</td>
</tr>
<tr>
<td>3</td>
<td>9&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>2,666</td>
<td>29.43</td>
<td>78,471.04</td>
</tr>
<tr>
<td>4</td>
<td>10&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>2,349</td>
<td>34.04</td>
<td>79,967.35</td>
</tr>
<tr>
<td>5</td>
<td>10&quot; CURED IN PLACE PIPE (EASEMENT)</td>
<td>FOOT</td>
<td>153</td>
<td>51.50</td>
<td>7,979.50</td>
</tr>
<tr>
<td>6</td>
<td>12&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>6,162</td>
<td>35.19</td>
<td>216,955.29</td>
</tr>
<tr>
<td>7</td>
<td>12&quot; CURED IN PLACE PIPE (EASEMENT)</td>
<td>FOOT</td>
<td>475</td>
<td>43.90</td>
<td>20,852.50</td>
</tr>
<tr>
<td>8</td>
<td>15&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>2,097</td>
<td>53.73</td>
<td>112,672.87</td>
</tr>
<tr>
<td>9</td>
<td>15&quot; CURED IN PLACE PIPE (EASEMENT)</td>
<td>FOOT</td>
<td>150</td>
<td>84.55</td>
<td>12,682.50</td>
</tr>
<tr>
<td>10</td>
<td>18&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>1,474</td>
<td>62.93</td>
<td>92,758.83</td>
</tr>
<tr>
<td>11</td>
<td>18&quot; CURED IN PLACE PIPE (EASEMENT)</td>
<td>FOOT</td>
<td>151</td>
<td>95.50</td>
<td>14,420.50</td>
</tr>
<tr>
<td>12</td>
<td>20&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>608</td>
<td>69.90</td>
<td>42,195.20</td>
</tr>
<tr>
<td>13</td>
<td>24&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>246</td>
<td>102.05</td>
<td>25,308.40</td>
</tr>
<tr>
<td>14</td>
<td>30&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>1,876</td>
<td>116.20</td>
<td>217,988.54</td>
</tr>
<tr>
<td>15</td>
<td>33&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>792</td>
<td>144.05</td>
<td>114,087.60</td>
</tr>
<tr>
<td>16</td>
<td>REINSTATEMENT OF SERVICE LATERALS - SANITARY SEWER</td>
<td>EACH</td>
<td>527</td>
<td>135.65</td>
<td>71,486.32</td>
</tr>
<tr>
<td>17</td>
<td>REINSTATEMENT OF SERVICE LATERALS - STORM SEWER</td>
<td>EACH</td>
<td>72</td>
<td>143.00</td>
<td>10,296.00</td>
</tr>
<tr>
<td>18</td>
<td>PROTRUDING TAP REMOVAL</td>
<td>EACH</td>
<td>36</td>
<td>282.00</td>
<td>10,080.00</td>
</tr>
<tr>
<td>19</td>
<td>HEAVY CLEANING (8&quot;-18&quot; PIPE)</td>
<td>FOOT</td>
<td>1,000</td>
<td>3.35</td>
<td>3,350.00</td>
</tr>
<tr>
<td>20</td>
<td>HEAVY CLEANING (21&quot;-33&quot; PIPE)</td>
<td>FOOT</td>
<td>1,000</td>
<td>6.67</td>
<td>6,670.00</td>
</tr>
</tbody>
</table>

**TOTAL BID:** $1,716,116.73
Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 35E-3 or 35E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: ____________________________
Typed/Printed Name: Jana Lause
Title: Contracting & Attesting Officer
E-Mail: jlause@insituform.com

Company Name: Insituform Technologies USA, LLC
Date: April 28, 2016
Telephone Number: 636-530-8000
1. INTENT
The Village of Glenview ("Glenview"), the Village of Northbrook ("Northbrook"), the Village of Niles ("Niles"), the Village of Kenilworth ("Kenilworth"), and the Village of Skokie ("Skokie"), (collectively, "Municipalities") intend to jointly bid sanitary and storm sewer lining and award to a primary contractor ("Contractor")

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Skokie is conducting the bidding process on behalf of the Municipalities. Each Village's municipal manager or board of trustees as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

The work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.61 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

Submissions shall include, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work within the last three (3) years. At a minimum reference submissions shall include municipal references.

2. BID PRICE
The Contractor shall provide pricing per the specifications identified herein.

3. PRE-BID CONFERENCE
A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON APRIL 14, 2016 AT 10:00AM AT THE VILLAGE OF SKOKIE, 5127 OAKTON STREET, SKOKIE, IL 60077.

Contractors interested in bidding this work are required to attend the pre-bid conference. Attendance at this meeting is mandatory and Contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

4. AWARD
Award shall be made to the lowest responsive and responsible bidder (s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Village of Skokie reserves the right to award in part or in whole, not to award any portion of the bid, to award through multiple contracts based on communities fiscal year cycles, to cancel or reduce contracts due to funding constraints, and to award to multiple contractors (see 1. Intent), whatever is deemed to be in the best interest of the Municipalities.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the municipalities for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the municipality, or that has failed to perform satisfactorily any previous contract with, or work for, the municipality.

5. VOLUME/ESTIMATED QUANTITY
The volumes identified herein are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipalities' requirements whether more or less than the estimated amount.
The Municipalities reserve the right to increase and/or decrease quantities regardless of size, length, location, or ease of access, and add or delete locations or Municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities, at no additional cost to the contract.

In the event awarded Contractor(s) is unavailable, the Municipalities reserve the right to use whatever contractor is available to minimize and/or mitigate damages to their Municipality.

6. JOINT PURCHASING/PURCHASING EXTENSION
The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the “Act”). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Skokie shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Skokie, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities
- Certificate of insurance naming each other Municipality as an additional insured
- Certified payrolls to the other Municipality for work performed

7. WAIVER OF WORKERS COMPENSATION/OCURRENT OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT
The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers’ Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

8. UNBALANCED BIDS
Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Skokie will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village of Skokie, the right is reserved to reject such bid at the discretion of the Village of Skokie.

9. DISCREPANCIES
In all cases of discrepancies between the drawings and specifications, the municipality's Purchasing Manager or designee shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no
additional cost.

10. OMISSIONS/HIDDEN CONDITIONS
The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

11. FIELD MODIFICATIONS
A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project.
Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village, the right is reserved to reject such bid at the discretion of the Village.

12. RESERVATION OF RIGHTS
Each Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Municipalities opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall nor, be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the bids.

13. DOCUMENT OBTAINED FROM OTHER SOURCES
The Village of Skokie is the only official source for bid packages and supporting materials. Registration with the Village of Skokie is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Skokie cannot ensure that bidders who obtain bid packages from sources other than the Village of Skokie will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Skokie's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village of Skokie will NOT rebid the project absent extraordinary circumstances.
14. SECURITY GUARANTEE
Each bidder shall submit a Bid Bond, Certified or Cashier’s Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Skokie will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

15. CONTRACT BONDS
The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

15.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the contract price as security for the faithful performance of the municipality’s contract; and

15.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor of Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the contract price.

15.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

16. ADDITIONAL INFORMATION
Should the bidder require additional information about this bid, submit questions via email to: erik.cook@skokie.org. Questions are required no later than 4:00 P.M. on April 15, 2016.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Skokie to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village of Skokie recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Skokie will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

17. CONTACT WITH VILLAGE PERSONNEL
All bidders are prohibited from making any contact with the municipalities’ Presidents, Trustees, or any other official or employee of the municipalities (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Village of Skokie reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Village of Skokie determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be
turned over to the Cook County State’s Attorney for review and prosecution.

18. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST
Each Municipality’s Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipalities require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Skokie to take appropriate measures to ensure the fairness of the bidding process.

The Village of Skokie requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if and Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

19. SILENCE OF SPECIFICATIONS
The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

20. NEW PARTS AND MATERIALS: TITLE
Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefor. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

21. PREVAILING WAGE
All contracts, for work herein are subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et. seq.; providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed prevailing wage information prior to the date of the contract shall be in force for the duration of the contract.

For municipalities located within Cook County, work shall be pursuant to the Prevailing Wage Schedule for Cook County. For municipalities located in Lake County, work shall be pursuant to the Prevailing Wage Schedule for Lake County.

22. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)
Effective August 1; 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.
The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of $5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

23. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et. seq.)

Pursuant to 30 ILCS 570/0.01 et. seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor much certify with the Village of Skokie's Village Manager or designee.

24. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

25. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT

Contractor shall comply with the provisions of 820 ILCS 265/1, et seq., which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

27. DEFINITIONS

27.1 Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids or Unit Prices.

27.2 Option Bid is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.
27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents.

The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

27.4 **Option Price** is a base bid price that may be accepted in lieu of the base bid.

28. **RESPONSIVE BID**

28.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

28.2 Bidders shall promptly notify the Village of Skokie of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

29. **MODIFICATIONS**

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once BIDS have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Skokie.

30. **INSURANCE**

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

30.1 **Workers’ Compensation Insurance** covering all liability of the Contractor arising under the Workers’ Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

30.2 Employers Liability covering all liability of contractor as employer, with limits not less than: $1,000,000 per injury – per occurrence; $500,000 per disease – per employee; and $1,000,000 per disease – policy limit.

30.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor’s coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any
30.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

<table>
<thead>
<tr>
<th>General Aggregate Limit</th>
<th>$2,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Each Occurrence Limit $1,000,000

30.5 **Contractor agrees** that with respect to the above required insurance:

30.5.1 The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;

30.5.2 To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.

30.5.3 The Contractor's insurance shall be primary in the event of a claim.

30.5.4 Each Municipality shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

30.5.5 A Certificate of Insurance that states that each Municipality has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number________ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

30.6 **Failure to Comply**: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Skokie may purchase such insurance coverages and charge the expense thereof to the Contractor.

31. **HOLD HARMLESS**
The Contractor agrees to indemnify, save harmless and defend the Villages of Glenview, Northbrook, Niles, Kenilworth and Skokie, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Villages of Glenview, Northbrook, Niles, Kenilworth and Skokie, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.
32. **CHANGE IN STATUS**
The Contractor shall notify the Village of Skokie and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Skokie and each Municipality shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

33. **SUBCONTRACTORS**
If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Village of Skokie is required.

Notwithstanding written consent to subcontract approved by the Villages, the Contractor shall perform with the Contractor’s own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

34. **CHANGE ORDERS**
The Owner believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the Village of Skokie prior to execution.


34.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to both **extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

34.4. Detailed written Requests for Change Orders must be submitted to the Owner’s Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality’s Purchasing Manager.

34.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

34.6. A written Change Order must be issued by the affected Municipality’s Purchasing Manager.
prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

35. INVOICES AND PAYMENTS
The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

<table>
<thead>
<tr>
<th>Village of Glenview</th>
<th>Village of Northbrook</th>
<th>Village of Niles</th>
<th>Village of Kenilworth</th>
<th>Village of Skokie</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Chris Gray</td>
<td>Attn: Ken Gardner</td>
<td>Attn: Jack Grana</td>
<td>Attn. Scott Moe</td>
<td>Erik Cook</td>
</tr>
<tr>
<td>2500 East Lake Ave.</td>
<td>655 -uehi Road</td>
<td>6649 West Touhy</td>
<td>347 Ivy Court</td>
<td>5127 Oakton Street</td>
</tr>
<tr>
<td>Glenview, IL 60026</td>
<td>Northbrook, IL 60062</td>
<td>Niles, IL 60714</td>
<td>Kenilworth, IL 60043</td>
<td>Skokie, IL 60077</td>
</tr>
</tbody>
</table>

36. PRECEDENCE
Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Skokie Project Specifications; the Village of Skokie General Terms & Conditions, The Village of Skokie Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

37. JURISDICTION, VENUE, CHOICE OF LAW
This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois for the Municipalities whose office is in Cook County and in the Circuit Court of Lake County, Illinois for Municipalities whose office is in Lake County.

38. NON-ENFORCEMENT BY THE VILLAGE
The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Municipalities, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

39. INDEPENDENT CONTRACTOR
The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipalities.

40. TERMINATION
The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

41. NON APPROPRIATIONS
The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by either the Village Board of Trustees or City Council of the affected Municipality.

42. PROTEST PROCEDURE
Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Skokie Purchasing Manager within seven calendar days of the closing time and date.
This notice should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Village Manager of the Village of Skokie or his designee. The decision of the Village of Skokie Village Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Village Manager.

43. AFFIDAVITS
The following affidavits included in these contract documents must be executed and submitted with the bid:

A) References
B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
C) Affidavit/Anti-collusion
D) Conflict of Interest Form
E) Tax Compliance
F) Identification of Subcontractors

44. ALTERNATE AND MULTIPLE BIDS
Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

45. CONTRACTOR’S LICENSES:
The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor’s License or other required license on file with the Municipality in which the work is performed.

46. AUDIT/ACCESS TO RECORDS
A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of $25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontractors or change orders thereto directly related to project performance, which are in excess of $25,000.

C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional
D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:

i. negotiated prime contractors;
ii. negotiated change orders or contract amendments in excess of $25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

47. WITHDRAWL OF BID
Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bids prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel said bid after having been notified that the respective Villages Board of Trustees have accepted said bid.

48. COMPETENCY OF BIDDER
If requested in writing by a municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.
LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

MUNICIPALITIES - STATE OF ILLINOIS

FEBRUARY, 2016

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:
   1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
   1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
   1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
   1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix B), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County and Lake County can be found at:

http://www.state.il.us/agency/idol/rates/EVENMO/COOK9999.htm
2016 MUNICIPAL PARTNERING INITIATIVE
SEWER LINING
SUMMARY OF WORK

General

Wherever the word "Owner" or "Engineer" appears in this document, it shall be interpreted to mean each municipality's representative.

Wherever the word "Contractor" appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each municipality for performance of prescribed work.

Scope of Project

This project includes quantities for 40,854 linear feet of sanitary and storm sewer lining in various sizes of cured-in-place pipe lining (CIPP), rehabilitation and restoration of structural integrity of the existing sanitary and storm sewer pipes by the Inversion and Curing of a Resin-Impregnated Tube process, and 2,000 linear feet of heavy cleaning, and all related and appurtenant work. The work contained on this project is located within easements, license areas, or right-of-ways of the Village of Glenview, the Village of Northbrook, the Village of Niles, the Village of Kenilworth and the Village of Skokie.

Each municipality has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Northbrook further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Work included is shown on drawings prepared by the Village of Northbrook which has been supplied by each municipality. The lining work shown on the drawings is not conclusive and is subject to change.

Maintenance Bond

The Contractor is required to furnish a maintenance bond approved by the municipality in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions for a period of one year from date of written final acceptance and final payment. If within the guarantee one (1) year period, any defects or signs of deterioration are noted which, in the opinion of the municipality, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor's expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition(s) to the complete satisfaction of the municipality work has been completed in.

Contract Completion Date and Interim Completion Dates

The Contractor shall execute the contract within ten working days after contract award by each individual municipality. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the municipality.

The Contractor shall complete all work under this Contract on or before, but no later than, 180 calendar days after the date of execution of the Contract by each municipality. The contract completion date for the Village of Glenview is December 1, 2016.
Design for Minimum CIPP Liner Thickness

Product, Manufacturer / Installer Qualification Requirements:

Since sewer products are intended to have a 50-year design life, and in order to minimize the Engineer’s risk, only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and installers must be pre-approved prior to the formal opening of proposals.

Products and installers seeking approval must meet all of the following criteria to be deemed Commercially Acceptable:

A. For a Product to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Engineer to assure commercial viability.

B. For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the Engineer, and must have had at least 5 (five) years active experience in the commercial installation. In addition, the Contractor must have successfully installed at least 200,000 feet of the product bid in wastewater collection systems. Acceptable documentation of these minimum installations must be submitted to the Engineer.

C. Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Engineer. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third party testing verification.

D. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.

Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to proposal due date to allow time for adequate consideration. The Engineer will advise of acceptance or rejection a minimum of three days prior to the due date. All required submittals must be satisfactory to the Engineer.

Materials

A. Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. Additional requirements for the Tube include:

1. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
2. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
3. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
4. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
5. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
6. Seams in the Tube shall be stronger than the non-seamed felt material.
7. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.

B. Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy system including all required catalysts, initiators or hardeners that when cured within the tube create a composite that satisfies the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

Structural Requirements

A. The CIPP shall be designed as per ASTM F1216. The CIPP design shall assume no bonding to the original pipe wall.

B. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Engineer's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

C. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data to the satisfaction of the Engineer.

The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

The following are the minimum nominal required CIPP (resin liner) thicknesses:

A. Existing sanitary and storm sewer pipe diameter eight (8), ten (10) and (12) inch pipe- minimum nominal liner thickness six (6.0) millimeter.
B. Existing sanitary and storm sewer pipe diameter fifteen (15) inch to eighteen (18) inch pipe- minimum nominal liner thickness seven and one half (7.5) millimeter.
C. Existing sanitary and storm sewer pipe diameter twenty one (21) inch - minimum nominal liner thickness nine (9.0) millimeter.
D. Existing sanitary sewer pipe diameter twenty four (24) inch - minimum nominal liner thickness ten and one half (10.5) millimeter.

The Contractor shall calculate and verify the above referenced liner thickness requirements based on the fully deteriorated host pipe condition with a safety factor of two (2) as indicated in ASTM F 1216 design considerations. The existing pipe shall not be considered as providing any structural support to the liner pipe. In the liner thickness calculations, the enhancement factor (K) shall not be greater than 7.0, the minimum safety factor shall be 2.0, and the flexural modulus of elasticity shall be reduced 50% to account for long term effects and used in the design.
equation $E_d$. Actual values of pipe ovality and depth shall be used whenever possible. If ovality cannot be obtained, the minimum ovality of the host pipe shall be 5 percent. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specifications and installation requirements.

Only if the calculated liner thickness exceeds the above referenced requirements the Contractor shall notify the municipality Engineer and a determination shall be made as to which liner thickness shall control.

Testing Requirements

A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.

B. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

C. CIPP Field Samples - When requested by the Engineer, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified herein have been achieved in previous field applications. Samples for this project shall be made and tested as follows:

CIPP samples shall be prepared for each installation designated by the Owner/Engineer or approximately 20% of the project’s installations. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, using either sampling method proposed. The flexural properties must meet or exceed the values listed in Table 1 of ASTM F1216 or the values submitted to the Owner/Engineer by the Contractor for this project’s CIPP wall design, whichever is greater.

Required Submittals

Submit to the Engineer, for approval, product data and catalogue cuts for all materials used in the installation of the CIPP, prior to ordering of material. Submittals shall contain:

1. Date of submittal and dates of previous submittals.
2. Project title and number.
4. Names of:
   a. Contractor
   b. Supplier
   c. Manufacturer
5. Identification of product, with identification numbers, and drawing and specification section numbers.
6. Field dimensions, clearly identified.
7. Identify details required on drawings and in specifications.
8. Show manufacturer and model number, give dimensions, and provide clearances.
9. Relation to adjacent or critical features of work or materials.
10. Applicable standards, such as ASTM or Federal Specification numbers.
12. Identification of revisions on resubmittals.
13. Eight-inch by 3-inch blank space for Contractor and Engineer stamps.
14. Contractor’s starrp, signed, certifying to review of submittal, verification or products, field measurement, field
construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

All of the above noted submittal process is incidental to work performed.

**Sequence of Operations**

The contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with municipality Officials, Fire, Police Departments and other Contractors in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconvenience to the public.

The proposed work sequence for the Contractor follows:

1. The proposed sewer main pipe locations and conditions have been determined from the available records. It is the Contractor's responsibility to review the available records, obtain additional new video records for evaluation of existing sewer system condition, field verify locations, elevations and diameters of all to be lined sewer pipes prior to ordering the appropriate materials.
2. Clean existing manholes and sewer lines to condition necessary for proper installation of lining material, including root cutting, removal of debris and other protruding obstructions.
3. Rehabilitate existing sewer systems.
4. Reinstall and reconnect active sewer service connections.

If the Contractor proposes a different work schedule than outlined above, the Engineer's written approval of the modified schedule must be obtained in advance.

**Material Storage and Removal**

The Contractor shall not deliver and store any material on the project site more than one week in advance before commencing with this work. Paved portions of the street may be used for material storage and the exact material storage location shall be approved by the Engineer.

Any remnants of construction materials, debris and litter generated by the Contractor shall be collected and removed off the jobsite periodically (every week) or the same day if requested by the Engineer. Any required pavement repair and parkway restoration (sodding), due to the damage caused by on-site material storage, shall be borne by the Contractor and be considered incidental to the contract.

**Quality Assurance**

Codes and Standards references:

1. Illinois Department of Transportation
   d. BLR Standard 17-3 - Standard Design Typical Application of Traffic Control Devices for Day Labor Construction on Rural Local Highways.
   e. BLR Standard 21-6 - Standard Design Typical Application of Traffic Control Devices for Contract Construction on Rural Local Highways.
3. Metropolitan Water Reclamation District of Greater Chicago (MWRD) requirements if applicable to Municipality.
6. Local municipal improvement codes.

Work Quality Inspection

As part of post lining testing, the Contractor may be requested by the Engineer to open manholes for field inspection and/or "punch list" generation at no additional cost to the municipality when project is complete.

Existing Sewer System condition evaluation-Prior to lining work

The existing sewer main pipe condition and sewer service pipe locations have been determined from the available records. Each municipality will provide manhole to manhole lengths, pipe sizes and location maps. However, it is the Contractor’s responsibility to re-inspect the condition of the existing sewer system. The interior of the sewer pipe and service connections shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as defective (protruding) service connections collapsed or crushed pipe and reductions in ovality of more than ten (10%) percent. These conditions shall be recorded and brought to the attention of each municipality so that they may be corrected prior to lining. The Owner reserves the right to review pre-lining recordings prior to lining.

The Contractor shall use an experienced personnel trained in the use of closed circuit television in existing sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

1. The sewer inspections shall be recorded digitally directly on the DVD (not on VHS transposed over to DVD). Recording playback shall be at the same speed that it was recorded. Cost of supplying two DVD’s and reports to the municipality shall be included in the bid’s unit price. A complete recording shall be made of each line televised. A voice recording shall be done on the DVD.
2. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)
3. Quadrant location of all leaks and cracks.
4. Size (diameter) of sewer line televised.
5. Location of building service connections
6. The footage and manhole numbers shall appear on the screen at all times.
7. Television Inspection logs shall be reported in the sequence as they appear on the DVD’s.
8. The sewer televising camera shall have the capability of a rotating lens. While televising the sewer pipe, the Contractor will rotate the camera so as to look in the service and determine if the service is capped or active (in service). This shall also be reflected in the reports. (i.e. capped or live)
9. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
10. Deep sags are to be dewatered so that proper television inspection can be performed.
11. Any point repairs necessary prior to lining shall either be handled by the municipality directly or shall be considered a change order.

Any deviation from the location and/or quantity indicated in bid documents shall be noted and brought to the attention of the Engineer, so that the bid quantities may be adjusted prior to commencing with any sewer repair/lining work.

Sewer Pipe Cleaning
The existing sewer pipes shall be cleaned with hydraulically powered equipment, high velocity jet cleaners or mechanically powered equipment. All internal debris, tree roots and other obstructions shall be removed from the existing (to be lined) sewer pipe. The Contractor shall intercept all debris from the pipe cleaning process at a point within the work zone so that no debris is allowed to travel downstream through the sewer system. Debris captured and removed from the sewer system shall be transported and disposed of in a lawful manner.

Cleaning, including capture, removal, disposal of debris shall be included in the base (sewer lining) unit price, and shall be performed by the Contractor at no additional cost to each municipality.

**Sewer Flow Bypassing**

Sewer flows will occur during the sewer pipe repair/lining work. It shall be the responsibility of the Contractor to plan and execute, where necessary, sewer bypass pumping operations sufficient to avoid causing sewer back-ups for each municipality residential and commercial customers and to avoid illegal discharge onto land or into waterways.

Contractor shall ensure that all bypass hoses are in good, working condition, not damaged, i.e., leaking. The contractor shall also supply adequate hose length to reach the next downstream manhole prior to commencing such work. In the event that bypass hoses need to cross the roadway, the contractor will need to furnish traffic ramp and bump signage in both directions along with standard Traffic Control and Protection.

The pump and bypass lines shall be of adequate capacity and size to handle the sewer flow. The Contractor shall be responsible for proper scheduling of all work, taking into consideration the possibility of rapid increases in flow resulting from rainfall and other natural events, and shall be fully prepared for all adverse conditions that may arise.

Each municipality approval is required for any bypass pumping operation that goes beyond normal working hours. The contractor is responsible for maintaining the pump, and all appurtenances including lines at all times during a bypass operation.

The cost associated with sewer bypassing shall be considered incidental to the cost of the contract. The Contractor shall bear all costs arising from failure to anticipate bypass pumping needs, including, but not limited to the emergency stoppage of work, remobilization, removal and replacement of damaged work, emergency response by municipality personnel and compensation for damage to public and private property.

**Corrective work**

Any lining installation that fails to meet performance standards as identified herein, or contains other significant defects shall be subject to corrective action.

Each municipality shall notify in writing of any work that is rejected, and shall specify the reasons for rejection. Within 10 days of receiving notice of rejected work, the Contractor shall submit a written proposal to the municipality detailing the proposed corrective action for each item of rejected work. The Contractor shall not proceed with corrective action until the Engineer has approved the proposed corrective action. All corrective work must meet the standards and specifications set forth in this contract.

If determined that the existing sewer service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining Tee-Liner process or the municipality Engineer approved equal for service restoration.

If it appears that there is no acceptable alternative for sewer repair, the municipality may require the Contractor to remove all or a portion of the defective lining and install new lining in place. All expenses for a defective sewer repair/relining work and material shall be borne by the Contractor.
Prosecution and Progress
The Contractor shall complete all work under this Contract within 180 calendar days of signed contract. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPCS).

Contractor’s Use of Premises

1. Coordinate use of premises under direction of Engineer.
2. Assume full responsibility for protection and safekeeping of products under this Contract.
3. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conduct operations to ensure least inconvenience to general public.
5. See Appendix A for each municipality’s additional input on local parking plan.

Pre-construction Meeting

A pre-construction meeting with the Contractor will be held with each municipality to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

1. The Contractor’s proposed construction schedule.
2. Name of sub-contractors (if applicable) involved in these projects.
3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency Contact.

Weekly Meetings

Regular weekly meetings between the Contractor Project Manager and the Engineer are required. The proposed Contractor’s working schedule for the next two (2) weeks shall be submitted to the Engineer during each meeting. If any modifications to the proposed schedule are requested by the Engineer, the Contractor shall adjust his proposed schedule accordingly.

Protection of Trees

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the Engineer. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the Engineer. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Engineer deems it is necessary. The Contractor shall contact the Engineer at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

Safety
The Contractor shall comply with State, Local, MWRD and Federal Safety and Health regulations applicable to the work being performed including OSHA approved confined space entry procedures. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with Local, State, or Federal Safety regulations.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

**Water Usage**

See Appendix A for each municipality's additional input on local water usage plan.

**Pay Estimates**

Each municipality will provide a spreadsheet that will list the segments and sewer pipe lengths to be lined. The contractor shall submit any changes at time of submittal of pay estimates, and two week schedules. The spreadsheet shall include at a minimum, the following items: street name (from – to); segment (from manhole to manhole); actual length; size of pipe; unit cost; service connections reinstated; protruding taps. The items mentioned above are in addition to other required submittals, i.e., certified payroll, waivers of lien, invoice, and electronic payout form (provided by each municipality). Pay estimates shall be submitted by the Contractor once a month.

**Payout Procedures**

Each municipality payout procedure schedule will be submitted to the contractor at the preconstruction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each municipality project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by municipality staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each municipality, the municipality will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the municipality inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per municipality inspection requirements.

Applications for payment must be submitted on a municipality approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal project manager or the Engineer. Contractors shall not call each municipality Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of checks. All checks will be mailed and no allowances will be made to hold checks for pickup.

**Payment for Extra Work**

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the Standard Specifications.
Extra work shall not be stared until authorization from the Engineer is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, than the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Engineer.
2. The most recent edition of Equipment Watch’s Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

**MWRD**

The MWRD Permit section field office (708/222-4055) must be notified at least two days prior to commencement of work.

When access to MWRD manhole is required the MWRD manhole opening shall be coordinated with Mr. Roscoe Hardeman (312-497-9472) of MWRD. Any MWRD manholes shall be identified at the pre-bid meeting.

**Public Advisory**

A minimum of two weeks prior to commencing with sewer repair/lining work the Contractor shall coordinate with each municipality to provide general public notice of the work to be done.

Public advisory services will be required to notify all parties whose sewer services will be out of commission and to advise against water usage until the sewer service is back in service. This is the responsibility of the Contractor. Written notices must be approved by each municipality prior to publication, and must contain specific information as to when the sewer service disruption will begin and end. Notices shall be delivered not less than 48 hours before service interruption.

No customer shall be deprived of sanitary sewer service for more than twelve consecutive hours unless approved by the Engineer.

The Contractor shall assume responsibility and liability for any sewer backups or other damages sustained by residents or businesses as a result of testing, cleaning, lining or any other part of the work. The Contractor shall arrange and pay for professional cleaning and/or repair services where required at no additional cost to the municipality. The foregoing assumption of responsibility and liability will be waived by the Owner in the case of backups caused by the failure to reinstate laterals erroneously determined to be abandoned by the Owner.

"No Parking - Police Order" signs are available upon request at the office of the Engineer. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

**Hours of Construction**

See Appendix A for each municipality’s hours of construction.

**Protection of Environment**
The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, refuse material or debris therein.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines.
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

Clarification

All here-in referenced conditions and items: Pre-Construction and Weekly Coordination Meetings, Maintenance Bond, Notifications, Coordination with other Contractors, Work Scheduling and Phasing, Sewer Flow bypassing, Dirt and Dust Control, Safety, Pre-lining and Post lining sewer evaluation, 2 DVD copies with 2 reports, Corrective work, etc. are considered incidental to the contract and shall be included in the sewer lining work unit price.
SPECIAL PROVISION FOR
CURED-IN-PLACE PIPE

It is the Contractor's responsibility to inspect the condition of the existing sewer system after all sewer repair/lining work is complete.

The Contractor shall use an experienced personnel trained in the use of closed circuit television in existing/repaird sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

1. The sewer inspections shall be recorded digitally by DVD. Recording playback shall be at the same speed that it was recorded. A complete recording shall be made of each line televised. A voice recording shall be done on the DVD.
2. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)
3. Post lining television inspection shall include rotating the lens to inspect all reinstated sewer services. Inspection of service opening shall be of the liner cutting to determine if opening is sufficient. If determined that the existing service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining Tee-Liner process or municipality Engineer approved equal for restoration.
4. Location of building service connections.
5. The footage and manhole numbers shall appear on the screen at all times.
6. Television Inspection logs shall be reported in the sequence as they appear on the DVD's.
7. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
8. Deep sags are to be dewatered so that proper television inspection can be performed.

Other incidental and measure of payment requirements to the cured-in-place pipe lining include:

2. Existing sewer system televising and cleaning before lining process
3. Televising of sanitary and storm sewer to determine installed conditions.
4. Placement of lining material within sanitary and/or storm sewer.
5. All manhole connections shall be water tight.
6. Flow control, including bypass pumping, if required.
7. Reinstatement and reconnection of active sewer service connections.
8. CCTV Examination: Televise interior of pipe after completion of work and provide DVD to Engineer. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.
9. Sewer testing and internal inspections of installation.
11. Parkway damage and restoration.
12. Cleanup.
13. Other appurtenant and incidental work.
14. Full-time traffic control surveillance by contractor.
15. Each DVD will be permanently labeled with the following information.
   a. Job/Work Order No.:
   b. Contractor Name:
   c. CD No.:
   d. Date televised:
   e. Date Submitted:
   f. Street/Easement (Location):
g. Upstream MH
h. Downstream MH

16. Data shall be configured according to the definitions and database structures included in this specification. Video must be able to be viewed using Windows Media Player 9 Series and have the ability to use all features of the video player including fast forward capability.

17. Measure sewer in linear feet (ft) on straight horizontal line along centerline of sewer. Do not include distance through manholes in measurement.

The prior to lining sewer condition evaluation information and the post lining sewer condition evaluation information shall be recorded on the same DVD. Cost of supplying two DVD copies and reports to each municipality shall be included in the sewer lining work unit price.

**Basis of Payment – Cured-In-Place Pipe**

Payment shall be made for the contract unit price per lineal foot for CURED IN PLACE PIPE, of the diameter specified, which price shall be in full for labor, material, testing and equipment required for complete and operational existing sewer main rehabilitation.
SPECIAL PROVISION FOR
CURED-IN-PLACE PIPE (EASEMENT)

The work under this pay item shall be identical to the work under CURED-IN-PLACE PIPE. This pay item shall be applied for lining of sewers in off-road areas or on private property where additional notice, coordination may be required and operations may be delayed due to access issues. The Municipalities will work with the Contractor to coordinate with residents and minimize disruption to private property while allowing the work to proceed.

Basis of Payment – Cured-In-Place Pipe (Easement)

Payment shall be made for the contract unit price per lineal foot for CURED IN PLACE PIPE (EASEMENT), of the diameter specified, which price shall be in full for labor, material, testing and equipment required for complete and operational existing sewer main rehabilitation.
SPECIAL PROVISION FOR
REINSTATEMENT OF SERVICE LATERALS –
STORM OR SANITARY SEWER

The reinstatement of service laterals shall include the costs of:

1. Site Preparation.
2. Protecting existing utilities, site objects and new work.
3. Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation.
4. Re-open branch connections without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV.
5. Branch (service) connections shall be re-established at a minimum of 95% of the flow capacity and shall be wire brushed smooth, without damaging PVC services, to full diameter of openings.
6. If it is determined that the existing service is damaged by cutting of the liner, the Engineer will allow the use of Performance Pipelining Tee-Liner process, or approved equal method, for service restoration. No additional compensation will be provided for the required service repair work.
7. No additional payments will be made for excavations for the purpose of reopening connections and the Contractor shall be responsible for all costs and liability associated with such excavation and restoration work.
8. Cleanup.
9. Collect all reinstatement coupons at the next downstream manhole. All excess lining material is to be removed from the sewer system.
10. Other appurtenant and incidental work.
11. General requirements of sections listed.
12. Traffic control and protection.
13. Unless otherwise directed by the Owner or his authorized representative, all active laterals will be reinstated. The Owner reserves final authority to determine if laterals are active or abandoned, and to omit the reinstatement of laterals determined to be abandoned.

Basis of Payment – Reinstatement of Service Laterals

Include cost of work listed herein in unit price each for REINSTATEMENT OF SERVICE LATERALS – STORM OR SANITARY SEWER.
SPECIAL PROVISION FOR
PROTRUDING TAP REMOVAL

The protruding tap removal shall include the costs of:

1. Site Preparation.
2. Protecting existing utilities, site objects and new work.
3. Removal of protruding taps utilizing a remotely controlled cutting device.
4. CCTV recording image of before and after tap removal.
5. Cleanup.
6. Other appurtenant and incidental work.
7. General requirements of sections listed.
8. Traffic control

Basis of Payment – Protruding Tap Removal

Include cost of work listed herein in unit price each for PROTRUDING TAP REMOVAL.
SPECIAL PROVISION FOR
HEAVY CLEANING

This item shall include all labor, material and equipment necessary to clean existing sanitary sewer mains where marked by the Engineer.

The existing sewer pipes shall be cleaned with hydraulically powered equipment, high velocity jet cleaners or mechanically powered equipment. All internal debris shall be removed from the existing sewer pipe. The Contractor shall intercept all debris from the pipe cleaning process at a point within the work zone so that no debris is allowed to travel downstream through the sewer system. The Contractor shall properly remove and dispose of all waste material extracted during the sewer cleaning operation in a proper waste disposal facility. No on-site disposal location shall be provided by the Village.

As indicated by the pre-bid videotaping inspection, line obstructions necessitating root cutting equipment will be required at various locations.

The Contractor shall, during cleaning operations, take precautions so as to not damage existing pipe sections. Damaged portions of the system, if determined by the Engineer to be the result of careless operations, shall be repaired at the expense of the Contractor and to the satisfaction of the Engineer.

This work will be measured in place and paid for at the contract unit price per foot for HEAVY CLEANING, of the diameter specified, which shall include all labor, equipment, and materials as specified herein.
Appendix A:
Additional Municipality-Specific Information

Glenview

Project Manager – Adriana Webb, Community Development, (847) 904-4414, awebb@glenview.il.us

Hours of Construction - No work shall be done Monday thru Friday between 7:00 PM and 7:00 AM, nor on Saturdays, Sundays, or legal holidays within written permission of the Owner. Permission to work the day before a holiday must be granted two (2) weeks in advance of work. However, emergency work may be done with the permission of the Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or equipment.

Local Parking Plan – overnight parking is available at the Public Works Facility, 1333 Shemer Road.

Local Water Plan – the Village of Glenview will allow water to be obtained from Village-owned hydrants, as approved by the water department superintendent. The Contractor must obtain a permit and make a refundable deposit ($750), install portable water meter and maintain a record of water quantity used (no cost for water).

Maps – see segment list and maps attached.

Northbrook

Project Manager – Ken Gardner, Utilities Superintendent, 847/664-4113, ken.gardner@northbrook.il.us

Hours of Construction - The work hours in the Village as per our ordinance are: 7:00/AM to 7:00/PM Monday thru Friday and 9:00/AM to 5:00/pm on Saturday and no work on Sunday. Authorizing work outside of these hours is possible, but granting permission is not likely. This would be reviewed on a case by case method.

Holidays and Religious Observance – Prior to commencement of work the Village and Contractor will review proposed work schedule to identify any dates or periods that may require limited or no amounts work.

Local Parking Plan – Equipment storage will be allowed at our Public Works Center, but be advised that space is limited.

Local Water Plan – Water usage and deposits for water-meters/back-flow devices are waived (no cost), but we will provide the equipment and it must be returned in working order before final contract payment. If any contractors have any questions on this please contact Mike Bukolt, at the Public Works Center, 847/664-4121 directly or through the main number at 847/272-4711.

Contractor will be required to enter into agreement with Village of Northbrook using Village’s standard contract documents. Those documents are available for inspection from Ken Gardner, Utilities Superintendent, 847/664-4113, ken.gardner@northbrook.il.us.

Maps – see segment list and maps attached.
Niles

Project Manager – Jack Grana, Utilities Superintendent, (847) 588-7900, ggr@vniles.com

Hours of Construction - All construction related activity shall be confined to the hours of 7:00 AM and 6:00 PM, Monday through Friday; 8:00 AM and 5:00 PM on Saturdays; no work on Sundays or legal holidays without written permission of the Owner.

Local Parking Plan – overnight parking is available at the Public Services Facility, 6649 West Touhy Avenue.

Local Water Plan – A refundable deposit is required and the total amount of water used.

Maps – see segment list and maps attached.

Kenilworth

Project Manager – Scott Moe, Superintendent of Public Works, (847) 251-9210, smoe@kenilworthil.org

Hours of Construction - All construction related activity shall be confined to the hours of 7:00 AM and 7:00 PM, Monday through Friday; no work on Saturdays, Sundays or legal holidays without written permission of the Owner.

Local Parking Plan – limited parking is available at the Public Works Facility, 347 Ivy Court.

Local Water Plan – only one designated hydrant may be used. A refundable deposit is required.

Maps – see segment list and maps attached.

Skokie

Project Manager – Erik Cook, (847) 933-8231, erik.cook@skokie.org

Hours of Construction - All construction related activity shall be confined to the hours of 7:00 AM and 7:00 PM, Monday through Friday; no work on Saturdays, Sundays or legal holidays without written permission of the Owner.

Local Parking Plan – limited parking is available at the Public Works Facility, 9050 Gross Point Road.

Local Water Plan – only designated new hydrants may be used. A refundable $1000 deposit is required. No charge for water use.

Maps – see segment list and maps attached.
APPENDIX B

DOCUMENTS TO RETURN WITH BID SUBMISSION
(PAGES 39-45)
CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

<table>
<thead>
<tr>
<th>Municipality:</th>
<th>See Attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Contact Person/Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Dates of Service/Award Amount:</td>
<td></td>
</tr>
<tr>
<td>Municipality:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Contact Person/Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Dates of Service/Award Amount:</td>
<td></td>
</tr>
<tr>
<td>Municipality:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Contact Person/Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Dates of Service/Award Amount:</td>
<td></td>
</tr>
<tr>
<td>Municipality:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Contact Person/Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Dates of Service/Award Amount:</td>
<td></td>
</tr>
<tr>
<td>Municipality:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Contact Person/Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Dates of Service/Award Amount:</td>
<td></td>
</tr>
<tr>
<td>Customer Name</td>
<td>8&quot;</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>County of Dupage</td>
<td>26,126</td>
</tr>
<tr>
<td>421 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>Wheaton, IL 60187</td>
<td></td>
</tr>
<tr>
<td>Peter Costa (630) 682-7000</td>
<td></td>
</tr>
<tr>
<td>City of Crest Hill</td>
<td>78,147</td>
</tr>
<tr>
<td>C/O Robinson Engineering</td>
<td></td>
</tr>
<tr>
<td>10045 W. Lincoln Highway</td>
<td></td>
</tr>
<tr>
<td>Frankfort, IL 60423-1272</td>
<td></td>
</tr>
<tr>
<td>Joseph M. Sullivan (815) 806-0300</td>
<td></td>
</tr>
<tr>
<td>Village of Glenview</td>
<td>13,669</td>
</tr>
<tr>
<td>1225 Waukegan Road</td>
<td></td>
</tr>
<tr>
<td>Glenview, IL 60025-3071</td>
<td></td>
</tr>
<tr>
<td>Scott Huebner (847) 724-1700</td>
<td></td>
</tr>
<tr>
<td>Village of Romeoville</td>
<td>28,995</td>
</tr>
<tr>
<td>Frankfort, IL 60423-1272</td>
<td></td>
</tr>
<tr>
<td>Joseph Sullivan (815) 809-0300</td>
<td></td>
</tr>
<tr>
<td>City of Elmhurst</td>
<td>1,666</td>
</tr>
<tr>
<td>209 North York Street</td>
<td></td>
</tr>
<tr>
<td>Elmhurst, IL 60126-2759</td>
<td></td>
</tr>
<tr>
<td>Erin D. Van De Walle (630) 530-3000</td>
<td></td>
</tr>
<tr>
<td>Village of Wilmette</td>
<td>7,003</td>
</tr>
<tr>
<td>1200 Wilmette Ave.</td>
<td></td>
</tr>
<tr>
<td>Wilmette, IL 60091-0040</td>
<td></td>
</tr>
<tr>
<td>Scott Hills (847) 853-7660</td>
<td></td>
</tr>
<tr>
<td>Village of Glen Ellyn</td>
<td>23,306</td>
</tr>
<tr>
<td>30 South Lambert Road</td>
<td></td>
</tr>
<tr>
<td>Glen Ellyn, IL 60137</td>
<td></td>
</tr>
<tr>
<td>Jeffrey D. Perrigo (630) 469-6756</td>
<td></td>
</tr>
<tr>
<td>Village of Park Forest</td>
<td>6,483</td>
</tr>
<tr>
<td>C/O Baxter &amp; Woodman</td>
<td></td>
</tr>
<tr>
<td>8840 West 192nd Street</td>
<td></td>
</tr>
<tr>
<td>Mokena, IL 60448</td>
<td></td>
</tr>
<tr>
<td>Raymond N. Koenig (708) 478-2090</td>
<td></td>
</tr>
<tr>
<td>City of Wood Dale</td>
<td>3,967</td>
</tr>
<tr>
<td>404 North Wood Dale Rd.</td>
<td></td>
</tr>
<tr>
<td>Wood Dale, IL 60191-1596</td>
<td></td>
</tr>
<tr>
<td>Jeff Memuys (630) 746-4900</td>
<td></td>
</tr>
<tr>
<td>Village of Cary</td>
<td>9x</td>
</tr>
<tr>
<td>655 Village Hall Dr.</td>
<td></td>
</tr>
<tr>
<td>Cary, IL 60013</td>
<td></td>
</tr>
<tr>
<td>Chris Paperniak (847) 639-0003</td>
<td></td>
</tr>
<tr>
<td>Village of Franklin Park</td>
<td>6,184</td>
</tr>
<tr>
<td>9500 W. Belmont Avenue</td>
<td></td>
</tr>
<tr>
<td>Franklin Park, IL 60131</td>
<td></td>
</tr>
<tr>
<td>David Talbott (847) 671-8304</td>
<td></td>
</tr>
<tr>
<td>Rock River Water Reclamation Dist.</td>
<td>999</td>
</tr>
<tr>
<td>3333 Kishawaukee Street</td>
<td></td>
</tr>
<tr>
<td>Rockford, IL 61126-7460</td>
<td></td>
</tr>
<tr>
<td>Mike Rieger (815) 387-7400</td>
<td></td>
</tr>
<tr>
<td>Aqua Illinois, Inc.</td>
<td>28,410</td>
</tr>
<tr>
<td>1000 S. Schuyler Ave.</td>
<td></td>
</tr>
<tr>
<td>Kankakee, IL 60901</td>
<td></td>
</tr>
<tr>
<td>Patrick Wren (815) 935-0099</td>
<td></td>
</tr>
<tr>
<td>Village of Wilmette</td>
<td>14,131</td>
</tr>
<tr>
<td>1200 Wilmette Ave.</td>
<td></td>
</tr>
<tr>
<td>Wilmette, IL 60091-0040</td>
<td></td>
</tr>
<tr>
<td>Scott Hills (847) 853-7628</td>
<td></td>
</tr>
<tr>
<td>Customer Name</td>
<td>8&quot;</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----</td>
</tr>
<tr>
<td>Village of Glenview</td>
<td>7,267</td>
</tr>
<tr>
<td>1370 Shermer Road</td>
<td></td>
</tr>
<tr>
<td>Glenview, IL 60026</td>
<td></td>
</tr>
<tr>
<td>Adriana Webb (847) 724-1700</td>
<td></td>
</tr>
<tr>
<td>Village of Tinley Park</td>
<td>5,938</td>
</tr>
<tr>
<td>C/O Robinson Engineering</td>
<td></td>
</tr>
<tr>
<td>10045 W. Lincoln Highway</td>
<td></td>
</tr>
<tr>
<td>Frankfort, IL 60423-1272</td>
<td></td>
</tr>
<tr>
<td>Brandon W. Tonarelli (815) 806-0300</td>
<td></td>
</tr>
<tr>
<td>City of Elmhurst</td>
<td></td>
</tr>
<tr>
<td>209 North York Street</td>
<td></td>
</tr>
<tr>
<td>Elmhurst, IL 60120-2709</td>
<td></td>
</tr>
<tr>
<td>Erin K. Van De Walle (630) 530-3015</td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>250,884</td>
</tr>
</tbody>
</table>
DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

1. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;

2. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;

3. has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;

4. has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;

5. has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;

6. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;

7. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;

8. has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution or the offense or offenses admitted to;

9. has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)
Jana Lause, being first duly sworn,

deposes and says that he is Contracting & Attesting Officer
(Partner, Officer, Owner, Etc.)

Instituforn Technologies USA, LLC

(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Jana Lause, Contracting & Attesting Officer

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 28 day of April, 2016

DIANE PARTRIDGE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: July 8, 2019
Commission #: 12595471

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
CONFLICT OF INTEREST

Insituform Technologies USA, LLC hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Glenview may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

Jana Lause, Contracting & Attesting Officer

The above statements must be subscribed with sworn to before a notary public.
Subscribed and Sworn to this 28 day of April, 2016

Diane Partridge
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: July 8, 2016
Commission # 12595471

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
TAX COMPLIANCE AFFIDAVIT

Jana Lause, being first duly sworn,
deposes and says that he is Contracting & Attesting Officer
(Partner, Officer, Owner, Etc.)
of Insituform Technologies USA, LLC
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Jana Lause
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 28 day of April, 2016

Diane Partridge
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: SHERIDAN PLUMBING  # Years in Business: 10+
Address: 6754 W 74TH ST, BEDFORD PARK, IL 60638  # Years used by Contractor: 8+

Services provided by Sub-Contractor: TV/CLEAN/MEASURE SEWER PIPE

Name: ___________________  # Years in Business: _______
Address: ___________________  # Years used by Contractor: _______
Services provided by Sub-Contractor: ___________________

Name: ___________________  # Years in Business: _______
Address: ___________________  # Years used by Contractor: _______
Services provided by Sub-Contractor: ___________________
Contract Quantities and Maps
Village of Skokie
VILLAGE OF SKOKIE
2016 SEWER LINING PROJECT
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>8&quot; CURED IN PLACE PIPE (EASEMENT)</td>
<td>FOOT</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>9&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>10&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>10&quot; CURED IN PLACE PIPE (EASEMENT)</td>
<td>FOOT</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>12&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>1401</td>
</tr>
<tr>
<td>7</td>
<td>12&quot; CURED IN PLACE PIPE (EASEMENT)</td>
<td>FOOT</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>15&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>1295</td>
</tr>
<tr>
<td>9</td>
<td>15&quot; CURED IN PLACE PIPE (EASEMENT)</td>
<td>FOOT</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>18&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>347</td>
</tr>
<tr>
<td>11</td>
<td>18&quot; CURED IN PLACE PIPE (EASEMENT)</td>
<td>FOOT</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>20&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>24&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>30&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>217</td>
</tr>
<tr>
<td>15</td>
<td>33&quot; CURED IN PLACE PIPE</td>
<td>FOOT</td>
<td>792</td>
</tr>
<tr>
<td>16</td>
<td>REINSTATEMENT OF SERVICE LATERALS-SANITARY</td>
<td>EA</td>
<td>60</td>
</tr>
<tr>
<td>17</td>
<td>REINSTATEMENT OF SERVICE LATERALS-STORM</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>PROTRUDING TAP REMOVAL</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>HEAVY CLEANING (8&quot;-18&quot; PIPE)</td>
<td>FOOT</td>
<td>1,000</td>
</tr>
<tr>
<td>20</td>
<td>HEAVY CLEANING (21&quot;-33&quot; PIPE)</td>
<td>FOOT</td>
<td>1,000</td>
</tr>
</tbody>
</table>
ACCEPTANCE

The undersigned, on behalf of the Village of Skokie, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract $ 298,180.25

Fund Chargeable VARIOUS

Michael Aleksic, Purchasing Agent

Pramod Shah, Village Clerk

Board of Trustees Approval Dated:

MAY 16, 2016
Performance Bond

CONTRACTOR:
(Name, legal status and address)
Insituform Technologies USA, LLC
17988 Edison Avenue
Chesterfield, MO 63005

OWNER:
(Name, legal status and address)
Village Of Skokie
5127 Oakton Street
Skokie, IL 60077

SURETY:
(Name, legal status and principal place of business)
Travelers Casually And Surety Company Of America
One Tower Square
Hartford, CT 06183

Mail Notices To:
Travelers
Attn: Surety Claim Dept.
One Tower Square 251A
Hartford, CT 06183

Local Surety Address:
Travelers
940 Westport Plaza Drive, Ste 450
Maryland Heights, MO 63146

CONSTRUCTION CONTRACT
Date:
Amount: $298,180.25
TWO HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED EIGHTY AND 25/100

Description:
2016 Sanitary and Storm Sewer Lining, Project SS16.1

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $298,180.25
TWO HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED EIGHTY AND 25/100

Modifications to this Bond: □ None □ See Section 16

CONTRACTOR AS PRINCIPAL
Company: INSITUFORM TECHNOLOGIES USA, LLC
(Corporate Seal)
Signature: [Signature]
Name and Title: [Name and Title]

SURETY
Company: Travelers Casually And Surety Company Of America
(Corporate Seal)
Signature: [Signature]
Name and Title: [Name and Title]

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY—Name, address and telephone)
AGENT or BROKER:
J. W. Terrill, a Marsh & McLennan Agency, LLC company
825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017
Phone Number: 314-594-2700

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party):
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

2. the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3. the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 when the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
   .1 the responsibilities of the Contractor for correction of defective work and completion of the
     Construction Contract;
   .2 additional legal, design professional and delay costs resulting from the Contractor’s Default, and
     resulting from the actions or failure to act of the Surety under Section 5; and
   .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual
     damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety’s liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions
   § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

   § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

   § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

   § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

   § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
§ 16 Modifications to this bond are as follows:

<table>
<thead>
<tr>
<th>CONSTRUCTOR AS PRINCIPAL</th>
<th>SURETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Company:</td>
</tr>
<tr>
<td>(Corporate Seal)</td>
<td>(Corporate Seal)</td>
</tr>
</tbody>
</table>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Title:</td>
<td>Name and Title:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
</tbody>
</table>

AIA Document A312™ — 2010, The American Institute of Architects
Payment Bond

CONTRACTOR:
(Name, legal status and address)
Insituform Technologies USA, LLC
17968 Edison Avenue
Chesterfield, MO 63005

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty And Surety Company Of America
One Tower Square
Harford, CT 06183

Mail Notices To:
Travelers
Attn: Surety Claim Dept.
One Tower Square 251A
Harford, CT 06183

Local Surety Address:
Travelers
940 Westport Plaza Drive, Ste 450
Maryland Heights, MO 63146

OWNER:
(Name, legal status and address)
Village Of Skokie
5127 Oakton Street
Skokie, IL 60077

CONSTRUCTION CONTRACT
Date:
Amount: $298,180.25
TWO HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED EIGHTY AND 25/100

Description:
2016 Sanitary and Storm Sewer lining, Project SS16.1
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $298,180.25
TWO HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED EIGHTY AND 25/100

Modifications to this Bond: □ None □ See Section 18

CONTRACTOR AS PRINCIPAL
Company: INSITUFORM TECHNOLOGIES USA, LLC
(Corporate Seal)

Signature: [Signature]
Name and Title: Jana Leuse, Contracting & Attesting Officer

(Signature)
Name and Title: Barbara Buchhold, Attorney-In-Fact

(Signature)
Name and Title: [Signature]

(Any additional signatures appear on the last page of this Performance Bond)

AGENT or BROKER:
J. W. Terrill, a Marsh & McLennan Agency, LLC company
825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017
Phone Number: 314-594-2700

SURETY
Company: Travelers Casualty And Surety Company Of America
(Corporate Seal)

Signature: [Signature]
Name and Title: Barbara Buchhold, Attorney-In-Fact

(For Information Only—Name, address and telephone)

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party):
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

2. have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant first made a claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions
§ 16.1 Claim. A written statement by the Claimant including at a minimum:
.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
§ 18 Modifications to this bond are as follows:

<table>
<thead>
<tr>
<th>CONTRACTOR AS PRINCIPAL</th>
<th>SURETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Company:</td>
</tr>
<tr>
<td>(Corporate Seal)</td>
<td>(Corporate Seal)</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name and Title:</td>
<td>Name and Title:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
</tbody>
</table>

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)
State of Missouri
County of St. Louis

On 5/25/2016, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Barbara Buchhold 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.

[Signature]
Debra A. Woodard, Notary Public

My Commission Expires: __________________
KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thorne, Dana A. Dragoy, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedenmeier, Amanda L. Williams, and Jessica Avery

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereon 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 hereeto affixed, this 25th day of February, 2016.

[Signatures]

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: Robert L. Runey, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 25th day of February, 2016, before me personally appeared Robert L. Runey, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2016.

[Signature]

[Seal]

58440-8-12 Printed in U.S.A.
# Certificate of Liability Insurance

**Certificate Number:** 14075707  
**Revision Number:** XXXXXXXX  
**Issued On:** 7/1/2016  
**Date of Coverage:** 5/24/2016

**PRODUCER:**  
Lockton Companies  
Three City Place Drive, Suite 900  
St. Louis MO 63141-7051  
(314) 452-0500

**INSURED:**  
Insuform Technologies USA, LLC  
1347980  
17989 Edison Avenue  
Chesterfield MO 63005

**INSURER(S) AFFORDING COVERAGE:**  
- **INSURER A:** Greenwich Insurance Company  
  NAIC # 22322  
- **INSURER B:** ACU American Insurance Company  
  NAIC # 22667  
- **INSURER C:** Indemnity Insurance Co of North America  
  NAIC # 43575  
- **INSURER D:**  
- **INSURER E:**  
- **INSURER F:**

**COVERAGES INST#02**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>AMENDMNT</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Y</td>
<td>N</td>
<td>CGD3000849</td>
<td>7/1/2015</td>
<td>7/1/2016</td>
</tr>
<tr>
<td>A</td>
<td>CLAIMS-MADE OCCUR</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Independent Contractor</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>DEAL AGGREGATE LIMIT APPLIES PER. POLICY</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>PROJECT LOC</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AUTOMOBILE LIABILITY**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>AMENDMNT</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ANY AUTO</td>
<td>Y</td>
<td>N</td>
<td>ISAH0858886A</td>
<td>7/1/2015</td>
<td>7/1/2016</td>
</tr>
<tr>
<td>A</td>
<td>OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>HIRED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**B C WORKERS COMPENSATION AND EMPLOYEES LIABILITY**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>AMENDMNT</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ANY PRODCT/PROD/DISTRICT OFFICER/MEMBER EXCLUDED (Mandatory in NY)</td>
<td>Y</td>
<td>N</td>
<td>WLR48589042 (CA/MA)</td>
<td>7/1/2015</td>
<td>7/1/2016</td>
</tr>
<tr>
<td>A</td>
<td>WLR48589054 (AC/LS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>B/L EACH EMPLOYEE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>B/L DISEASE-POLICY LIMIT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- 2016 SANITARY SEWER REHABILITATION, VILLAGE OF SKOKIE AND THEIR RESPECTIVE ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS, ATTORNEYS AND REPRESENTATIVES ARE ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS WHERE APPLICABLE BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. **SEE ATTACHED ENDORSEMENTS**

**CERTIFICATE HOLDER**

- **14075707**  
  VILLAGE OF SKOKIE  
  5127 OAKTON STREET  
  SKOKIE IL 60077

**CANCELATION**

- SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

- **AUTHORIZED REPRESENTATIVE:**

**ACORD 25 (2014/01)**

©1988-2014 ACORD CORPORATION. All rights reserved
ENDORSEMENT #010

This endorsement, effective 12:01 a.m., July 1, 2015, forms a part of

Policy No. CGD3000849 issued to AEGION CORPORATION

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.
ENDORSEMENT #029

This endorsement, effective 12:01 a.m., July 1, 2015, forms a part of
Policy No. CGD3000849 issued to AEGION CORPORATION
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

<table>
<thead>
<tr>
<th>Name of Person(s) or Entity(ies)</th>
<th>Mailing Address:</th>
<th>Number of Days Advanced Notice of Cancellation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Schedule on File with the Company</td>
<td></td>
<td>90</td>
</tr>
</tbody>
</table>

All other terms and conditions of the Policy remain unchanged.
ENDORSEMENT #067

This endorsement, effective 12:01 a.m., July 1, 2015, forms a part of

Policy No. CGD3000849 issued to AEGION CORPORATION

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization:

Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement, including indemnification agreements.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.
ENDORSEMENT #068

This endorsement, effective 12:01 a.m., July 1, 2015, forms a part of

Policy No. CGD3000849 issued to AEGION CORPORATION

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization:

Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract or written agreement, including indemnification agreements.

Location And Description of Completed Operations:

Various as required per written contract.
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the schedule of this endorsement performed for that insured and included in the “products-completed operations hazard”.

All other terms and conditions remain unchanged.
NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED’S REPRESENTATIVE

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Aegion Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Symbol</td>
<td>ISA</td>
</tr>
<tr>
<td>Policy Number</td>
<td>H0885886A</td>
</tr>
<tr>
<td>Policy Period</td>
<td>07/01/2015 TO 07/01/2016</td>
</tr>
<tr>
<td>Issued By</td>
<td>ACE American Insurance Company</td>
</tr>
</tbody>
</table>

Endorsement Number 3
Effective Date of Endorsement

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the “Schedule”) by allowing your representative to send such notice to such persons or organizations. This notice will be in addition to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

[Signature]
<table>
<thead>
<tr>
<th>Workers' Compensation and Employers' Liability Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Named Insured</td>
</tr>
<tr>
<td>AEGION CORPORATION</td>
</tr>
<tr>
<td>17988 EDISON AVENUE</td>
</tr>
<tr>
<td>CHESTERFIELD  MO  63005</td>
</tr>
<tr>
<td>Endorsement Number</td>
</tr>
<tr>
<td>Policy Number</td>
</tr>
<tr>
<td>Symbol: WLR  Number: C48589054</td>
</tr>
<tr>
<td>Policy Period</td>
</tr>
<tr>
<td>07-01-2015 TO 07-01-2016</td>
</tr>
<tr>
<td>Effective Date of Endorsement</td>
</tr>
<tr>
<td>07-01-2015</td>
</tr>
<tr>
<td>Issued By (Name of Insurance Company)</td>
</tr>
<tr>
<td>INDEMNITY INS. CO. OF NORTH AMERICA</td>
</tr>
<tr>
<td>Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.</td>
</tr>
</tbody>
</table>

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE NOTICE BY INSURED'S REPRESENTATIVE**

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be in addition to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

[Signature]

Authorized Representative
VILLAGE OF SKOKIE PURCHASING DIVISION

April 19, 2016

Addendum #1

2016 Sanitary and Storm Sewer Lining
Glenview, Northbrook, Niles, Kenilworth & Skokie
Bid Due Date and Time: 11:00 a.m. Thursday, April 28, 2016

Please note the following changes and clarifications to the aforementioned solicitation document:

1. The new bid due date and time is 11:00 am, Thursday, April 28, 2016.
2. Pages 41 thru 45 are to be replaced with the attached pages that contain the correct 2016 date.
3. Attached is additional information on manholes and dimensions for Northbrook and Skokie.

There are no other changes or clarifications at this time. Please acknowledge receipt of this addendum by signing below and submit it with your bid.

[Signature]
Jana Lause, Contracting & Attesting Officer

Insituform Technologies USA, LLC

Name

Date

April 20, 2016
VILLAGE OF SKOKIE PURCHASING DIVISION

April 20, 2016

Addendum #2

2016 Sanitary and Storm Sewer Lining
Glenview, Northbrook, Niles, Kenilworth & Skokie

Bid Due Date and Time: 11:00 a.m. Thursday, April 28, 2016

Please note the following clarification to the aforementioned solicitation document:

1. Attached is additional information for Northbrook.

There are no other changes or clarifications at this time. Please acknowledge receipt of this addendum by signing below and submit it with your bid.

KEVIN COBURN / INSCRIBER 4/27/16

Name

Signature

Date