



Insituform
Technologies, LLC

17988 Edison Avenue • Chesterfield Missouri 63005

SEALED BID

ATTN: TONY SCHACHLE
RIVIERA UTILITIES
413 EAST LAUREL AVENUE
FOLEY, ALABAMA 36536

BID DOCUMENTS
DO NOT OPEN

BID OPENING DATE: 2:00 P.M. WEDNESDAY, SEPTEMBER ³⁰~~28~~, 2017
ATTN: TONY SCHCHLE
BID FOR: CAPITAL WORK ORDER NO. WWC-212
SANITARY SEWER COLLECTION SYSTEM REHABILITATION PROJECT WITHIN THE
CITY OF FOLEY'S SOUTHEAST QUADRANT
CDBG PROJECT NO. LR-CM-PF-16-010
INSITUFORM TECHNOLOGIES, LLC; 17988 EDISON AVENUE; CHESTERFIELD, MO 63005
ALABAMA LICENSE NUMBER AND DISCIPLINE: 47772; H/RR; MU

ISSUED FOR BID

PROPOSAL

CONTRACT DOCUMENTS AND SPECIFICATIONS

CAPITAL WORK ORDER NO. WWC-212CDBG PROJECT NO. LR-CM-PF-16-010**SANITARY SEWER COLLECTION SYSTEM
REHABILITATION PROJECT WITHIN
THE CITY OF FOLEY'S SOUTHEAST QUADRANT**

FOR

**THE CITY OF FOLEY, ALABAMA****JOHN E. KONIAR, MAYOR
MICHAEL THOMPSON, CITY MANAGER****CITY COUNCIL****J. WAYNE TRAWICK, DISTRICT 1
VERA J. QUAITES, DISTRICT 2
RALPH G. HELLMICH, DISTRICT 3
CECIL "RICK" BLACKWELL, DISTRICT 4
CHARLES J. EBERT, III, DISTRICT 5****THE UTILITIES BOARD
OF THE CITY OF FOLEY, ALABAMA
d.b.a RIVERA UTILITIES****BOARD OF DIRECTORS****BOB SCHRIEBER
JOHN KONIAR
BARBARA INGRAM
MIKE WERNETH
RALPH HELLMICH****AUGUST 2017**

to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The CONTRACTOR and all sub-contractors shall demonstrate proof of enrollment in the E-Verify System. A copy of the Memorandum of Understanding (MOU) entered into between the CONTRACTOR and the Department of Homeland Security to use the E-Verify System is one example of sufficient documentation of enrollment.

102.23 STATE OF ALABAMA LICENSING REQUIREMENTS

The bidder must comply with all applicable State law regarding contractor licensing requirements in order for their bid to be received and considered. Selected excerpts from the State law are presented below:

34-8-6 PROHIBITED ACTS; PENALTIES

Any person, firm or corporation not being duly authorized who shall engage in the business of general contracting in this state, except as provided for in this chapter, and any person, firm or corporation presenting or attempting to file as its own the license certificate of another, or who shall give false or forged evidence of any kind to the board, or to any member thereof, in obtaining a certificate of license, or who falsely shall impersonate another, or who shall use an expired or revoked certificate of license, and any person including an owner, architect or engineer who receives or considers a bid from any one not properly licensed under this chapter, shall be deemed guilty of a misdemeanor and shall for each offense of which he is convicted be punished by a fine of not less than \$500.00 or imprisonment of six months, or both fine and imprisonment, in the discretion of the court. The submission of the contractor's current license number before considering the bid shall be sufficient evidence to relieve the owner, architect or engineer of the awarding authority of any liability under this chapter.

34-8-8 COPY OF CHAPTER TO BE INCLUDED IN PLANS OF ARCHITECTS AND ENGINEERS

All architects and engineers preparing plans and specifications for work to be contracted in the State of Alabama shall include in their invitations to bidders and their specifications a copy of this chapter or such portions thereof as are deemed necessary to convey to the invited bidder, whether he is a resident or nonresident of this state and whether a license has been issued to him or not, the information that it will be necessary for him to show evidence of license before his bid is considered {Acts 1935, No. 297, p.721; Code 1940, T.46, Section 79; Acts 1959, No. 571, p.1429}.

NAME OF COMPANY: Insituform Technologies, LLC

ADDRESS OF COMPANY: 17988 Edison Ave, Chesterfield, Mo 63005

TELEPHONE NUMBER OF COMPANY: (636) 530-8000

COMPANY CONTACT PERSON: Laura M. Androski

CONTRACTOR'S CURRENT LICENSE NUMBER: 47772

ISSUING AGENCY: STATE OF Alabama

EXPIRATION DATE: March 31, 2018

BID LIMIT: U

CLASSIFICATION: H/RR; MU

PROPOSAL

TO: THE CITY OF FOLEY, ALABAMA

Submitted Sept 13, 2017

The undersigned, as bidder, hereby declares that he/she has examined the areas over which the Work shall be performed, and has discovered all conditions pertaining to the place where the Work is to be done; that he/she has examined the Plans and Specifications for the Work and contractual documents relative thereto, and has read all General Conditions and Special Provisions relative to this project; and that he/she has no questions relative to the Work to be performed.

The bidder proposes and agrees, if this proposal is accepted, to contract with the Utilities Board of the City of Foley, Alabama, in form of contract specified, to furnish all necessary equipment, machinery, tools, transportation, supervision and labor to provide the completed construction of:

**Capital Work Order No. WWC-212
Sanitary Sewer Collection System Rehabilitation Project
Within the City of Foley's Southeast Quadrant
CDBG Project No. LR-CM-PF-16-010**

In full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications and contract documents to the full and entire satisfaction of the City of Foley, Alabama, with a definite understand that no money will be allowed for extra work, except as set forth in the General Conditions and Contract Documents, for the unit prices listed opposite each item.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items on the proposal sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual quantities of work completed only.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids. Proposals shall be submitted on the forms provided by the OWNER along with the bid security.

The undersigned also declares that neither he/she nor any of his/her employees, agents, included suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, his/her employees or agents, in preparing the proposal, and that the entire proposal is based solely upon the Contract Documents bound herein together with any properly issued addenda and not upon any other written representation.

Sanitary Sewer Collection System Rehabilitation Project
Within the City of Foley's Southeast Quadrant
Capital Work Order No. WWC-212
CDBG Project No. LR-CM-PF-16-010

PROPOSAL
REVISED ADDENDUM No. 1

Item No.	Item Description	Unit	Unit Price	Total Quantity	Total Amount
BF-1	Sand or Sand-Clay Backfill	CYIP	20 ⁰⁰	2,000	40,000 ⁰⁰
EC-1	Silt Fence (Type A)	LF	7 ⁰⁰	100	700 ⁰⁰
EC-2	Hay Bales	EA	12 ⁰⁰	50	600 ⁰⁰
EC-3	Final Grassing for Erosion Control	SYIP	4 ⁰⁰	250	1,000 ⁰⁰
EC-4	Mulching	SYIP	4 ⁰⁰	250	1,000 ⁰⁰
EC-5	Solid Sod	SYIP	8 ⁰⁰	50	400 ⁰⁰
GC-1	Mobilization (Not to Exceed 5% of the Total Bid Amount)	LS	48,000 ⁰⁰	1	48,000 ⁰⁰
GC-2	Remove and Reset Fencing	LF	31 ⁰⁰	20	620 ⁰⁰
GC-3	Geotechnical Testing Allowance	LS	\$10,000.00	1	\$10,000.00
PA-1	Removing and Preparing Crushed Stone Base for Flexible Pavement	SY	35 ⁰⁰	600	21,000 ⁰⁰
PA-2	Bituminous Wearing Surface for Patch Surfacing	SY	38 ⁰⁰	650	24,700 ⁰⁰
PA-3	Removing and Replacing Concrete Driveways, Sidewalks, or Ditch Paving	SY	75 ⁰⁰	100	7,500 ⁰⁰
PA-4	Removing and Replacing Concrete Curb and Gutter	LF	49 ⁰⁰	10	490 ⁰⁰
SS-1A	Service Lateral Reconnection to CIPP-Lined Main	EA	785 ⁰⁰	120	94,200 ⁰⁰
SS-1B	Service Lateral Reconnection to Manhole	EA	1,900 ⁰⁰	1	1,900 ⁰⁰
SS-2A	4" PVC SS Service Lateral Pipe and Fittings	LF	32 ⁵⁰	2,000	65,000 ⁰⁰
SS-2B	6" PVC SS Service Lateral Pipe and Fittings	LF	42 ⁰⁰	10	420 ⁰⁰
SS-3A	4" PVC Cleanout	EA	500 ⁰⁰	157	78,500 ⁰⁰
SS-3B	6" PVC Cleanout	EA	525 ⁰⁰	1	525 ⁰⁰
SS-4	CIPP Rehabilitation at the Lateral to Main Connection	EA	2,500 ⁰⁰	37	92,500 ⁰⁰
SS-5	CIPP Lateral Rehabilitation from the Main to Cleanout	LF	5 ⁰⁰	1,300	6,500 ⁰⁰

Sanitary Sewer Collection System Rehabilitation Project
Within the City of Foley's Southeast Quadrant
Capital Work Order No. WWC-212
CDBG Project No. LR-CM-PF-16-010

PROPOSAL
REVISED ADDENDUM No. 1

Item No.	Item Description	Unit	Unit Price	Total Quantity	Total Amount
SS-6A	Bypass Pumping (Main Diameter 8" Through 12")	HR	1 ⁰⁰	20	20 ⁰⁰
SS-6B	Bypass Pumping (Main Diameter 15" Through 21")	HR	100 ⁰⁰	120	12,000 ⁰⁰
SS-7A	Mainline Television Inspection	LF	1 ²⁵	22,920	28,650 ⁰⁰
SS-7B	Lateral Television Inspection	LF	25 ⁰⁰	1,300	32,500 ⁰⁰
SS-8A	8" CIPP (Felt) Mainline Rehabilitation (6.0 mm)	LF	21 ⁵⁰	15,180	326,370 ⁰⁰
SS-8B	10" CIPP (Felt) Mainline Rehabilitation (6.0 mm)	LF	26 ⁵⁰	530	14,045 ⁰⁰
SS-8C	12" CIPP (Felt) Mainline Rehabilitation (6.0 mm)	LF	32 ⁰⁰	1,890	60,480 ⁰⁰
SS-8D	15" CIPP (Felt) Mainline Rehabilitation (6.0 mm)	LF	47 ⁰⁰	5,120	240,640 ⁰⁰
SS-8E	21" CIPP (Felt) Mainline Rehabilitation (6.0 mm)	LF	115 ⁰⁰	200	23,000 ⁰⁰
SS-9A	Sanitary Sewer Mainline Cleaning (8" Through 12")	LF	1 ⁵⁰	17,600	26,400 ⁰⁰
SS-9B	Sanitary Sewer Mainline Cleaning (15" Through 21")	LF	2 ⁰⁰	5,300	10,600 ⁰⁰
SS-10	Remove Protruding Service	EA	150 ⁰⁰	16	2400 ⁰⁰
SS-11	Service Reinstatement	EA	1 ⁰⁰	210	210 ⁰⁰
SS-12	Dye Testing to Locate Active Service Connection	EA	150 ⁰⁰	15	2250 ⁰⁰
SS-13	48" Dia. Sanitary Sewer Manhole Rehabilitation	VF	140 ⁰⁰	270	37,800 ⁰⁰
SS-14	Concrete for Rebuilding Manhole Bench and Invert	CF	105 ⁰⁰	5	525 ⁰⁰
TC-1	Traffic Control	LS	18,500	1	18,500 ⁰⁰

TOTAL BID AMOUNT

\$ 1,331,945⁰⁰

NOTES:

1. Should a discrepancy occur between the bid item "unit price" and the "total amount" for the corresponding approximate quantity, the unit price shall govern.
2. I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM No. 1 ADDENDUM No. 3
ADDENDUM No. 2 ADDENDUM No. _____

The Bidder further proposes and agrees hereby to commence work with an adequate force, plant and equipment at the time stated in the Notice to Proceed, and fully complete performance within 180 consecutive calendar days from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his or her part to execute the contract and required bonds and insurance certificates within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond in the amount of five percent (5%), of this bid, accompanying this bid, and the monies payable thereon, shall be paid into the hands of the City of Foley, Alabama, as liquidated damages for such failure. Otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Attached Hereto is a certified check on NA
Bank of NA, or a BID BOND for the sum of Five Percent of Total Bid Dollars (\$ 5% total bid)
made payable to the City of Foley, Alabama.

Laura M. Andreski
(CONTRACTOR) Signature
Laura M. Andreski
Contracting & Attesting Officer
BY: _____

TITLE: _____

ADDRESS: 17988 Edison Ave
STREET
Chesterfield MD 63005
CITY STATE

CONTRACTOR LICENSE NUMBER: 47772

WITNESS: Ursula J. Youngblood
Ursula J. Youngblood
Contracting & Attesting Officer

WITNESS: Whitney Schulte
Whitney Schulte
Contracting & Attesting Officer

CONTRACTOR WORK EXPERIENCE FORM

Contractor Name:

Insituform Technologies, LLC

Contractor's License Number:

47772

Supervisor:

Robert Carey

* See Attached Closed Projects Report

REFERENCE #1

DATE/TIME OF SERVICE:

Contact name:

Position with company:

Phone number:

REFERENCE #2

DATE/TIME OF SERVICE:

Contact name:

Position with company:

Phone number:

REFERENCE #3

DATE/TIME OF SERVICE:

Contact name:

Position with company:

Phone number:

REFERENCE #4

DATE/TIME OF SERVICE:

Contact name:

Position with company:

Phone number:

PRINT NAME AND DATE

PREPARER'S SIGNATURE

Name:

Laura M. Andreski
Contracting & Attesting Officer

Date:

September 13, 2017

Laura M. Andreski

Non-Collusion Affidavit of Prime Bidder

STATE OF ALABAMA

COUNTY OF BALDWIN

Laura M. Andreski, being first duly sworn, deposes and states that:
(Name)

A. Laura M. Andreski is Contracting and Attesting Officer
(Name) (Title)

of Insituform Technologies LLC the bidder that has submitted the attached bid;
(Company)

B. Laura M. Andreski is fully informed respecting the preparation and
(Name)

contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Utilities Board of the City of Foley, of the State of Alabama, or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me on this the 13th day of September, 2017.

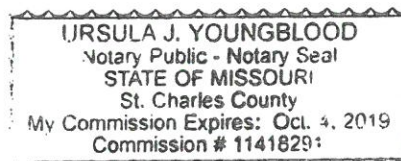
SIGNED: Laura M. Andreski

TITLE: Laura M. Andreski
Contracting & Attesting Officer

SWORN TO AND SUBSCRIBED before me this 13th day of September, 2017.

Ursula J. Youngblood
NOTARY PUBLIC

My Commission expires: 4 October 2019



INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and
2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: July 27, 2017


Frank R. Firsching
President

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Insituform Technologies, LLC
(Name of Contractor)
17988 Edison Avenue, Chesterfield, MO 63005 as Principal,
(Address)
and Travelers Casualty and Surety Company of America
(Name of Surety)
of One Tower Square, Hartford, CT 06183 as Surety,
(Address)

are hereby held and firmly bound unto the City of Foley, Alabama, as Owner, in the penal sum of _____
Five Percent of the Amount Bid Dollars (\$ 5% of Amount Bid) for the payment of which, well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns.

Signed this 13 day of September, 2017.

The conditions of the above obligation are such that whereas the Principal has submitted to the City of Foley,
Alabama, a certain bid, attached hereto and hereby made a part hereof, to enter into a CONTRACT in writing
for:

**Capital Work Order No. WWC-212
Sanitary Sewer Collection System Rehabilitation Project
Within the City of Foley's Southeast Quadrant
CDBG Project No. LR-CM-PF-16-010**

NOW THEREFORE,

- A. If said bid shall be rejected, or in the alternate,
- B. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of
contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for
his faithful performance of said contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, and shall in all respects perform the agreement created
by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in
force and effect, it being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder shall in no event exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond
shall be in no way impaired or affected by any extension of the time within which the owner may accept
such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be affixed hereto and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL: Insituform Technologies, LLC

BY: 

TITLE: Laura Andreski, Contracting & Attesting Officer

SEAL

SURETY: Travelers Casualty and Surety Company of America

BY: 

TITLE: Andrea McCarthy, Attorney-in-Fact

Mark W. Edwards, II
McGriff, Scibils & Williams, Inc.
2211 7th Avenue South

Resident Agent Birmingham, AL 35202

SEAL

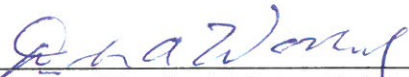
State of Missouri
County of St. Louis

On 9/13/2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrea McCarthy known to me to be Attorney-in-Fact of

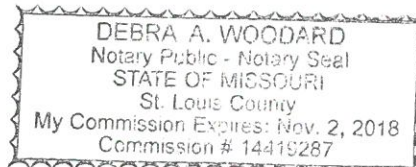
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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.



Debra A. Woodard, Notary Public



My Commission Expires: _____



POWER OF ATTORNEY

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

Attorney-In Fact No.

231637

Certificate No. 007299354

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. Thome, Dana A. Johnessee, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, Amanda L. Williams, Georgina Fink, and Andrea McCarthy

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 thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of July, 2017.

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



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 20th day of July, 2017, before me personally appeared Robert L. Raney, 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, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of 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, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of September, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER:

Name and Address of Bidder (include zip code): Insituform Technologies, LLC; 17988 Edison Ave;
Chesterfield, MO 63005

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

☒ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ Yes ☐ No

3. Bidder has filed all compliance reports due (Date) when requested under applicable instructions, including Monthly Employment Utilization Report (257).

☒ Yes ☐ No ☐ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

Laura M. Andreski
Contracting & Attesting Officer

Name and Title of Signer (please print or type)

Laura M. Andreski
Signature

Sept 13, 2017
Date

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Insituform Technologies, LLC
Name of Prime Contractor

Sanitary Sewer Collection System Rehabilitation Project within the
Project Name City of Foley's Southeast Quadrant

CDBG #; LR-CM-PF-14-010
Project Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- c. No segregated facilities will be maintained.

Laura M. Andreski
Contracting & Attesting Officer

Name and Title of Signer (please print or type)

Laura M. Andreski
Signature

Sept 13, 2017
Date

CONTRACTOR SECTION 3 PLAN FORMAT (if bid equals or exceeds \$10,000)

Insituform Technologies, LLC

(Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of Foley.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city/county the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

Insituform Technologies, LLC

As officers and representatives of (Name of Contractor), we the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Laura M. Andreski
Signature

Laura M. Andreski
Contracting & Attesting Officer
Title

Sept 13, 2017
Date

Signature

Title

Date

*-Loan, grants, contracts and subsidies for less than \$10,000 will be exempt

* Insituform Technologies, LLC is an open-shop company and shall not be subject to any union requirements or any such similar agreement for this Project. Where required by the contract documents, Insituform Technologies, LLC will pay the F-4 prevailing wages then in effect for the Project and will submit certified payroll reports in a timely manner.

CONTRACTOR SECTION 3 PLAN FORMAT (continued)

PROPOSED SUBCONTRACTS BREAKDOWN TABLE A

FOR THE PERIOD COVERING _____, 20____ THROUGH _____, 20____

(Duration of the CDBG-Assisted Project)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (Business or Profession)	Total Number of Contracts	Estimated Number Total Approximate Dollar Amount	Contracts to Project Area Businesses	Estimated Dollar Amount to Project Area Businesses
Sewer Cleaning & CCTV	1	\$62,160 ⁰⁰	—	—
Sewer Lateral/ CIP Rehabilitation	1	\$131,500 ⁰⁰	—	—
Sewer Lateral/ Excavation & Replacement	1	\$344,500 ⁰⁰	—	—
Sewer Manhole Internals/ Rehabilitation	1	\$36,750 ⁰⁰	—	—

* The Project Area is coextensive with the City/County of Foley 's boundaries.

Insituform Technologies, LLC

Company

Sanitary Sewer Collection System Rehabilitation

Project within the City of Foley's Southeast Quadrant CDBG #: LR-CM-PF-16-010

Project Name

Project Number

Laura M. Andreski

Sept 13, 2017

EEO Officer – Signature

Date

Laura M. Andreski
Contracting & Attesting Officer

CONTRACTOR SECTION 3 PLAN FORMAT (continued)

ESTIMATED PROJECT WORKFORCE BREAKDOWN TABLE B

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimate Position	No. of Positions Currently Occupied by Permanent Employees	No. of Positions Not Currently Occupied	No. of Positions to be Filled with *L.I.P.A.R.
Officers/Supervisors	4	4	0	0
Professionals				
Housing Sales/Rental Managements				
Office/Clerical	3	3	0	0
Service Workers				
Others				
Trade: Sewer Rehabilitation Crews - Mainline, Lateral, Manhole, TV				
Journeyman	12	12	0	0
Helper	2	2	0	0
Apprentices				
Maximum No. of Trainees				
Others				
Trade: Sewer Excavation and Replacement				
Journeyman	3	3	0	0
Helper	1	1	0	0
Apprentices				
Maximum No. of Trainees				
Others				
TOTAL	25	25	0	0

*- Lower Income Project Area Residents

Individuals residing in the City/County of Foley whose family income does not exceed 90% of the mean median income of the SMSA.

Instituform Technologies, LLC
Company

State of Missouri)
County of St Louis)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535, as amended by ACT 2012-491)

DATE: Sept 13, 2017

RE Contract/Grant/Incentive (describe by number or subject):

CDBG# : LR-CM-PF-16-010

Insituform Technologies, LLC

City of Foley

by and between

(Contractor/Grantee) and

(State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Laura M. Andreski with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ and unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in the E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 13th day of Sept, 20 17.

Insituform Technologies, LLC

Name of Contractor/Grantee/Recipient

By: Laura M. Andreski

Laura M. Andreski
Contracting & Attesting Officer

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this 13th day of Sept, 20 17.

WITNESS: Ursula J. Youngblood

Ursula J. Youngblood

Printed Name of Witness