

CITY OF NAPLES, FLORIDA
AGREEMENT
(SERVICES)

Bld/Proposal No. RFP No. 19-024

Clerk Tracking No.

2019-00104

Project Name: Annual Pipe Lining Services (Library of Vendors)

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of May 2019 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Insituform Technologies, LLC., a Delaware Limited Liability Company authorized to do business in Florida that is located at: 17988 Edison Avenue; Chesterfield, Missouri 63005 (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a Proposal, RFP No. 19-024 for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project,

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by the CONTRACTOR are generally described as Annual Pipe Lining Services (Library of Vendors) and may be more fully described in the Scope of Services, attached as EXHIBIT A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, registration, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation that is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the CITY. This section does not prevent the CONTRACTOR from contracting with other firms or governmental organizations for similar services.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

**ARTICLE THREE
TIME**

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Projects assigned to this Agreement and shall be performed through June 30, 2022 with the mutually agreed upon option between the CITY and CONTRACTOR of two (2) one-year renewals. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner; in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Not applicable to this Agreement.

3.6 Bond. A Payment Bond and Performance Bond will be required of the Awarded Proposer(s) for any individual contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in said individual Contract. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in each individual contract. Any issued Payment and Performance bonds will be required of the Awarded Proposer(s) prior to commencement of work, to be recorded in the public records of the County and a copy of the original recorded bonds to be given to the City's Purchasing Department.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed a Department's adopted annual budget approved by City Council. Annual costs for these services are estimated at \$600,000.00 for Water/Sewer (\$500,000) and Stormwater Funds (\$100,000) and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as EXHIBIT B and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com;

Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, all attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as EXHIBIT C and made a part of this Agreement.

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however,

be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar days written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE
MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South; Naples, Florida 34102-3796
Attention: **Charles T. Chapman IV**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Insituform Technologies, LLC
17988 Edison Avenue; Chesterfield, Missouri 63005
Attention: **Diane Partridge**, Contracting and Attesting Officer
FEI/EIN Number: On File State (DE)

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN
MISCELLANEOUS**

14.1. The CONTRACTOR assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

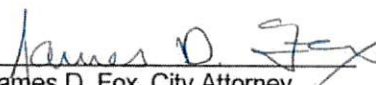
By: 
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: 
Charles T. Chapman IV, City Manager


Approved as to form
and legal sufficiency:

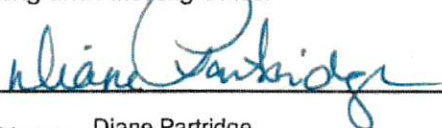
By: 
James D. Fox, City Attorney

CONTRACTOR:

INSITUFORM TECHNOLOGIES, LLC
17988 Edison Avenue
Chesterfield, Missouri 63005
Attention: **Diane Partridge**
Contracting and Attesting Officer

CONTRACTOR:


Witness
Jana Lause
Contracting and Attesting Officer
Witness Printed Name

By: 
Printed Name: Diane Partridge
Title: Contracting and Attesting Officer

FEI/EIN Number: On File
A Delaware Limited Liability Company (DE)

(CORPORATE SEAL)

INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

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

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

Dated: December 1, 2018



Charles R. Gordon
President

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Issued Addendum(s) and Vendor's Submittal of Request For Proposal No. 19-024, titled Annual Pipe Lining Services (Library of Vendors) herein referenced and made a part of this Agreement.

END OF EXHIBIT A

City of Naples, FL Annual Pipe Lining Services RFP No. 19-024

A. INTRODUCTION

The City of Naples (City) desires to enter into a contractual relationship with vendors capable of providing cured in place pipe lining services including televising, cleaning, and providing a combination of manpower, equipment and materials to perform non-emergency and emergency lining repairs for the City's sanitary sewer and stormwater systems. It is the City's intent to award to multiple vendors and to designate vendors in terms of primary service providers and standby service providers.

No amount of work is or will be guaranteed or implied. The contract will be considered an "on-call at no cost contract". The contract(s) to be awarded under this RFP will be annual contracts that will be utilized only in the event that specified projects consisting of cured in place pipe lining tasks are issued. As such, no compensation will accrue to the CONTRACTOR unless and until the contract is utilized in anticipation of a requested project. Potential CONTRACTORS are solely responsible for their own costs of developing the proposal associated with this RFP.

B. BACKGROUND

The City of Naples's 5-year Capital Improvement Plan and operating budgets includes appropriated funds for the on-going maintenance and repair of the underground utilities systems owned and operated by the City. The planning approach is formulated in part on the concept of strategic pre-positioning of resources necessary for timely and coordinated efforts for repair and maintenance operations.

C. SCOPE OF SERVICES

This project provides for the rehabilitation of pipelines and conduits (4 inch through 72 inches) and laterals by various trenchless methods on an "as needed" basis. These rehabilitation methods may be used in a variety of gravity and pressure applications such as sanitary sewers, force mains, and stormwater systems. Pipelines for rehabilitation on this project consist primarily of vitrified clay pipe, with some ductile iron pipe, reinforced concrete pipe and corrugated metal pipe. The City reserves the right to award separate contracts for the various trenchless methods. The decision on which method will be used in any given situation will be made at the sole discretion of the City. The repairs assigned to the Contractor may require prioritization by the City. The City may order the Contractor to accomplish the work in accordance with a given chronological sequence. The locations of rehabilitation work will be as directed by the City's designated representative. The City will issue task orders to the contractor on an as needed basis.

The City of Naples seeks to establish contractual arrangements with at least one (1) or more (up to 5) qualified Contractor(s), on an as needed basis, for a three-year period, with the City's option to renew for two additional one-year periods, to provide cured in

place pipe lining services for the City's sanitary sewer and stormwater systems, in full compliance with regulatory agency requirements and consistent with current Occupational Safety and Health Administration (OSHA) regulations, Florida Department of Environmental Protection (FDEP), and the Florida Department of Transportation (FDOT) Construction Standards.

Those services would include:

1. Cured in place pipe (CIPP) lining (of various thicknesses) of sanitary sewers, force mains, and stormwater systems piping ranging from four (4) inch to seventy-two (72) inch and of various lengths.
2. Sectional CIPP linings (of various lengths) of sanitary sewers, force mains, and stormwater systems piping ranging from four (4) inch to seventy-two (72) inches.
3. Lateral CIPP linings in thirty (30) feet increments, including initial (zero (0) to thirty (30) feet) and greater (thirty (30) feet and greater) in one (1) foot increments.
4. Service reconnections, service connection grouting and cleanout assembly installation for four (4), six (6), and eight (8) inch laterals.
5. Top hat/full wrap linings of four (4), six (6), and eight (8) inch laterals.
6. Light, medium, heavy, and tuberculation cleaning and inspection of sanitary sewers and stormwater systems piping ranging from four (4) to seventy-two (72) inches of various lengths.
7. Root removal within sanitary sewers and stormwater systems piping ranging from four (4) to seventy-two (72) inches of various lengths.
8. Bypassing of sanitary sewers and stormwater systems piping ranging from four (4) to seventy-two (72) inches of various lengths.
9. Pre and post work closed circuit televising (CCTV) of sanitary sewers and stormwater systems piping ranging from four (4) inch to seventy-two (72) inches and of various lengths. Contractor shall have the ability to view and inspect gravity mains, service connections, and all sewer laterals within the Right-of-Ways. Inspection of sewer laterals shall be viewed from the sewer gravity main up to the private property owner's connection point.
10. Managing and operating the Maintenance of Traffic (MOTs) associated with work in City, County, and State right-of-ways.
11. Easement access of sanitary sewers and stormwater systems.
12. Manholes, sewer lift stations, and stormwater structures refurbishment for the various manholes and lift station per the City's specifications (02607 and 02608).
13. Mobilization and demobilization.

14. Dewatering capabilities in order to accommodate operations within low lying areas that are impacted by ground water and tidal activities.
15. Site restoration activities associated with any projects or excavation activities requiring sod installation, irrigation system repairs, landscape installation/ replacement, road repairs (per FDOT Construction Standards), asphalt patching, concrete work (driveways and sidewalks), brick paver repairs, grading, and etc.

Contractors need not be qualified for all of the requested services in this proposal. However, for those specific services identified, contractors must be qualified and have sufficient resources necessary to perform all aspects related to the area of expertise of this RFP including the ability to manage a major workforce including possibly multiple sub-contractors and cover the expenses associated with the operations prior to the initial payment and between subsequent payments, as well as providing the necessary bonding and insurance coverage.

Contractor experience with and knowledge of OSHA, AWWA, FDEP and FDOT regulations, Construction Standards, and procedures will be vital to the City of Naples's successful pipe lining activities. Each contractor should have specific knowledge and compliance with Traffic Management, Trench Safety, and Confined Space. A detailed scope of services will be negotiated with the successful proposer(s).

Traffic Control and Barriers

The Contractor shall notify the appropriate agencies a minimum of two (2) working days prior to any construction affecting traffic flow. All traffic control devices and barriers utilized during construction shall be provided by the Contractor as stipulated under items notated in the submitted proposal and meet the requirements set forth in the Florida State Department of Transportation Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations. Failure or refusal, on the part of the Contractor, to install, maintain, and/or position traffic control devices or barriers promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours notice, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the contract bond. Any work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

Bypass Pumping

The City lines, during most repair work, may be plugged to prevent the continuous flow of wastewater or stormwater into the area of work. At the direction of the City, the Contractor will install bypass pumping equipment to reroute flow, as an

alternate to line plugging. The Contractor shall be responsible for mobilization, setup, coordination, and operation of all bypass pumping equipment and vacuum truck resources including any additional traffic control measures that may be required. Bypass pumping will be continued until directed to cease by the City. The City shall identify the appropriate discharge location for all flow that is bypass pumped.

All dewatering and bypass pumps shall be equipped with sound attenuated enclosures.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Attachment B-1 which is attached and made a part of this Agreement.

Retainage: (N/A) Not applicable to this Agreement.

END OF EXHIBIT B

Exhibit A - REVISED BID TABULATION**REVISED BID TAB - Addendum 2****Sanitary Sewer****Bid Schedule**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
A. Traffic Control			
a.	Traffic Control County Road (<i>per day</i>)	LS	\$ 627.00
b.	Traffic Control County Road (<i>per week</i>)	LS	\$ 3134.80
B. Sanitary Sewer Line Cleaning			
a.	Medium Cleaning		
1	4" diameter	LF	\$ 1.80
2	6" diameter	LF	\$ 1.80
3	8" diameter	LF	\$ 1.80
4	10" diameter	LF	\$ 2.00
5	12" diameter	LF	\$ 2.00
b.	Heavy Cleaning		
1	4" diameter	LF	\$ 2.00
2	6" diameter	LF	\$ 2.40
3	8" diameter	LF	\$ 2.40
4	10" diameter	LF	\$ 2.80
5	12" diameter	LF	\$ 3.10
c.	Tuberculation		
1	4" diameter	LF	\$ 12.70
2	6" diameter	LF	\$ 12.70
3	8" diameter	LF	\$ 13.80
4	10" diameter	LF	\$ 16.90
5	12" diameter	LF	\$ 18.00
d.	Root Removal		
1	4" diameter	LF	\$ 4.20
2	6" diameter	LF	\$ 4.20
3	8" diameter	LF	\$ 4.20
4	10" diameter	LF	\$ 4.20
5	12" diameter	LF	\$ 4.20
e.	Additional Inspection/Televising Services ONLY		
1	4" diameter - main line	LF	\$ 1.80
2	6" diameter - main line	LF	\$ 1.80
3	8" diameter - main line	LF	\$ 1.80
4	10" diameter - main line	LF	\$ 2.00
5	12" diameter - main line	LF	\$ 2.00

REVISED BID TAB - Addendum 2

6	Sewer lateral cleaning and TV inspection (up to 30 feet) - For Service Laterals ONLY	EA	\$ 290.90
7	Sewer lateral cleaning and TV inspection (beyond 30 feet) - For Service Laterals ONLY	LF	\$ 5.30
C. Sanitary Sewer Refurbishment			
1. CIPP lining			
a.	4" diameter		
1	4.5 mm nominal thickness (.177)	LF	\$ 75.00
b.	6" diameter		
1	4.5 mm nominal thickness (.177)	LF	\$ 45.00
c.	8" diameter		
1	6.0 mm nominal thickness (.236)	LF	\$ 26.00
2	7.5 mm nominal thickness (.295)	LF	\$ 27.00
3	9.0 mm nominal thickness (.354)	LF	\$ 28.00
d.	10" diameter		
1	6.0 mm nominal thickness (.236)	LF	\$ 31.00
2	7.5 mm nominal thickness (.295)	LF	\$ 33.00
3	9.0 mm nominal thickness (.354)	LF	\$ 34.00
e.	12" diameter		
1	6.0 mm nominal thickness (.236)	LF	\$ 34.00
2	7.5 mm nominal thickness (.295)	LF	\$ 36.00
3	9.0 mm nominal thickness (.354)	LF	\$ 39.00
2. Sectional CIPP Lining			
a.	4" diameter		
1	3' in length	EA	\$ 1904.10
2	4' in length	EA	\$ 2062.80
3	6' in length	EA	\$ 2221.50
4	8' in length	EA	\$ 2327.20
b.	6" diameter		
1	3' in length	EA	\$ 2009.90
2	4' in length	EA	\$ 2221.50
3	6' in length	EA	\$ 2433.00
4	8' in length	EA	\$ 2644.60
c.	8" diameter		
1	3' in length	EA	\$ 2433.00
2	4' in length	EA	\$ 2538.80
3	6' in length	EA	\$ 2644.60

REVISED BID TAB - Addendum 2

	4	8' In length	EA	\$	2750.40
d.		10" diameter			
	1	3' In length	EA	\$	2538.80
	2	4' In length	EA	\$	2644.60
	3	6' In length	EA	\$	2750.40
	4	8' In length	EA	\$	2856.20
e.		12" diameter			
	1	3' In length	EA	\$	2644.60
	2	4' In length	EA	\$	2750.40
	3	6' In length	EA	\$	2856.20
	4	8' In length	EA	\$	2962.00
3. Lateral CIPP Lining					
a.		Top hat / full wrap – up to 36 Inches			
	1	Four (4) inch lateral connection	EA	\$	1900.00
	2	Six (6) inch lateral connection	EA	\$	2050.00
	3	Eight (8) inch lateral connection	EA	\$	2400.00
b.		Lateral lining 0 to 30'	EA	\$	3450.00
c.		Additional lateral lining >30'	LF	\$	75.00
d.		Lateral cutout	EA	\$	100.00
e.		Lateral grout	EA	\$	300.00
4. Manhole/Lift Station Refurbishment					
a.		Interior Manhole Application (Precast)	SF	\$	15.90
b.		Interior Manhole Application (Brick)	SF	\$	21.20
c.		Interior Lift Station Application (Precast)	SF	\$	24.30
d.		Interior Lift Station Application (Brick)	SF	\$	27.50
e.		Bench/Invert Repair	EA	\$	528.90
5. Cleanout Installation					
a.		Four (4) inch cleanout	EA	\$	1348.70
b.		Six (6) inch cleanout	EA	\$	1586.80
c.		Eight (8) inch cleanout	EA	\$	1851.20

REVISED BID TAB - Addendum 2
Stormwater
Bid Schedule

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
D. Storm Sewer Cleaning			
a.	Medium Cleaning		
1	8" - 12" diameter	LF	\$ 1.90
2	14" - 18" diameter	LF	\$ 3.40
3	20" - 24" diameter	LF	\$ 4.30
4	27" - 42" diameter	LF	\$ 5.60
5	48" - 72" diameter	LF	\$ 12.70
b.	Heavy Cleaning		
1	8" - 12" diameter	LF	\$ 2.30
2	14" - 18" diameter	LF	\$ 4.10
3	20" - 24" diameter	LF	\$ 5.00
4	27" - 42" diameter	LF	\$ 7.30
5	48" - 72" diameter	LF	\$ 16.90
c.	Tuberculation Cleaning		
1	8" - 12" diameter	LF	\$ 15.90
2	14" - 18" diameter	LF	\$ 25.40
3	20" - 24" diameter	LF	\$ 28.60
4	27" - 42" diameter	LF	\$ 37.00
5	48" - 72" diameter	LF	\$ 51.80
d.	Root Removal		
1	8" - 12" diameter	LF	\$ 4.20
2	14" - 18" diameter	LF	\$ 7.40
3	20" - 24" diameter	LF	\$ 9.50
4	27" - 42" diameter	LF	\$ 12.70
5	48" - 72" diameter	LF	\$ 15.90
E. Storm Sewer Refurbishment			
1. CIPP Lining			
a.	8" diameter		
1	6.0 mm nominal thickness (.236)	LF	\$ 36.00
2	7.5 mm nominal thickness (.295)	LF	\$ 38.00
3	9.0 mm nominal thickness (.354)	LF	\$ 47.00
4	1.5 mm thickness increase exceeding 9.0 mm	LF	\$ 0.10

REVISED BID TAB - Addendum 2

ITEM NO.	DESCRIPTION	UNIT	UNIT
b.	12" diameter		
1	6.0 mm nominal thickness (.236)	LF	\$ 47.00
2	7.5 mm nominal thickness (.295)	LF	\$ 49.00
3	9.0 mm nominal thickness (.354)	LF	\$ 59.00
4	1.5 mm thickness increase exceeding 9.0 mm	LF	\$ 1.80
c.	15" diameter		
1	6.0 mm nominal thickness (.236)	LF	\$ 66.00
2	7.5 mm nominal thickness (.295)	LF	\$ 69.00
3	9.0 mm nominal thickness (.354)	LF	\$ 72.00
4	1.5 mm thickness increase exceeding 9.0 mm	LF	\$ 3.00
d.	18" diameter		
1	6.0 mm nominal thickness (.236)	LF	\$ 64.00
2	7.5 mm nominal thickness (.295)	LF	\$ 75.00
3	9.0 mm nominal thickness (.354)	LF	\$ 83.00
4	10.5 mm nominal thickness (.413)	LF	\$ 86.00
5	1.5 mm thickness increase exceeding 10.5 mm	LF	\$ 4.00
e.	21" diameter		
1	6.0 mm nominal thickness (.236)	LF	\$ 68.00
2	7.5 mm nominal thickness (.295)	LF	\$ 76.00
3	9.0 mm nominal thickness (.354)	LF	\$ 95.00
4	10.5 mm nominal thickness (.413)	LF	\$ 101.00
5	12.0 mm nominal thickness (.472)	LF	\$ 104.00
6	1.5 mm thickness increase exceeding 12.0 mm	LF	\$ 4.00
f.	24" diameter		
1	9.0 mm nominal thickness (.354)	LF	\$ 107.00
2	10.5 mm nominal thickness (.413)	LF	\$ 113.00
3	12.0 mm nominal thickness (.472)	LF	\$ 118.00
4	13.5 mm nominal thickness (.531)	LF	\$ 123.00
5	15.0 mm nominal thickness (.591)	LF	\$ 125.00
6	1.5 mm thickness increase exceeding 15.0 mm	LF	\$ 4.10
g.	27" diameter		
1	9.0 mm nominal thickness (.354)	LF	\$ 104.00
2	10.5 mm nominal thickness (.413)	LF	\$ 120.00
3	12.0 mm nominal thickness (.472)	LF	\$ 126.00
4	13.5 mm nominal thickness (.531)	LF	\$ 133.00
5	15.0 mm nominal thickness (.591)	LF	\$ 141.00
6	1.5 mm thickness increase exceeding 15.0 mm	LF	\$ 4.30

REVISED BID TAB - Addendum 2

ITEM NO.	DESCRIPTION	UNIT	UNIT
h.	30" diameter		
1	9.0 mm nominal thickness (.354)	LF	\$ 109.00
2	10.5 mm nominal thickness (.413)	LF	\$ 116.00
3	12.0 mm nominal thickness (.472)	LF	\$ 122.00
4	13.5 mm nominal thickness (.531)	LF	\$ 128.00
5	15.0 mm nominal thickness (.591)	LF	\$ 136.00
6	1.5 mm thickness increase exceeding 15.0 mm	LF	\$ 5.30
i.	36" diameter		
1	10.5 mm nominal thickness (.413)	LF	\$ 140.00
2	12.0 mm nominal thickness (.472)	LF	\$ 166.00
3	13.5 mm nominal thickness (.531)	LF	\$ 174.00
4	15.0 mm nominal thickness (.591)	LF	\$ 184.00
5	16.5 mm nominal thickness (.650)	LF	\$ 191.00
6	18.0 mm nominal thickness (.709)	LF	\$ 200.00
7	1.5 mm thickness increase exceeding 18.0 mm	LF	\$ 5.40
j.	42" diameter		
1	10.5 mm nominal thickness (.413)	LF	\$ 130.00
2	12.0 mm nominal thickness (.472)	LF	\$ 160.00
3	13.5 mm nominal thickness (.531)	LF	\$ 196.00
4	15.0 mm nominal thickness (.591)	LF	\$ 207.00
5	16.5 mm nominal thickness (.650)	LF	\$ 215.00
6	18.0 mm nominal thickness (.709)	LF	\$ 223.00
7	1.5 mm thickness increase exceeding 18.0 mm	LF	\$ 6.90
k.	48" diameter		
1	10.5 mm nominal thickness (.413)	LF	\$ 150.00
2	12.0 mm nominal thickness (.472)	LF	\$ 170.00
3	13.5 mm nominal thickness (.531)	LF	\$ 227.00
4	15.0 mm nominal thickness (.591)	LF	\$ 239.00
5	16.5 mm nominal thickness (.650)	LF	\$ 249.00
6	18.0 mm nominal thickness (.709)	LF	\$ 258.00
7	19.5 mm nominal thickness (.768)	LF	\$ 272.00
8	21.0 mm nominal thickness (.827)	LF	\$ 280.00
9	1.5 mm thickness increase exceeding 21.0 mm	LF	\$ 7.90
l.	52" diameter		
1	10.5 mm nominal thickness (.413)	LF	\$ 145.00
2	12.0 mm nominal thickness (.472)	LF	\$ 155.00
3	13.5 mm nominal thickness (.531)	LF	\$ 165.00
4	15.0 mm nominal thickness (.591)	LF	\$ 210.00
5	16.5 mm nominal thickness (.650)	LF	\$ 220.00
6	18.0 mm nominal thickness (.709)	LF	\$ 272.00
7	19.5 mm nominal thickness (.768)	LF	\$ 278.00

REVISED BID TAB - Addendum 2

ITEM NO.	DESCRIPTION	UNIT	UNIT
8	21.0 mm nominal thickness (.827)	LF	\$ 285.00
9	22.5 mm nominal thickness (.886)	LF	\$ 290.00
10	1.5 mm thickness increase exceeding 22.5 mm	LF	\$ 9.20
m.	54" diameter		
1	10.5 mm nominal thickness (.413)	LF	\$ 150.00
2	12.0 mm nominal thickness (.472)	LF	\$ 160.00
3	13.5 mm nominal thickness (.531)	LF	\$ 170.00
4	15.0 mm nominal thickness (.591)	LF	\$ 210.00
5	16.5 mm nominal thickness (.650)	LF	\$ 225.00
6	18.0 mm nominal thickness (.709)	LF	\$ 278.00
7	19.5 mm nominal thickness (.768)	LF	\$ 291.00
8	21.0 mm nominal thickness (.827)	LF	\$ 304.00
9	22.5 mm nominal thickness (.886)	LF	\$ 316.00
10	1.5 mm thickness increase exceeding 22.5 mm	LF	\$ 9.50
n.	60" diameter		
1	10.5 mm nominal thickness (.413)	LF	\$ 200.00
2	12.0 mm nominal thickness (.472)	LF	\$ 225.00
3	13.5 mm nominal thickness (.531)	LF	\$ 275.00
4	15.0 mm nominal thickness (.591)	LF	\$ 300.00
5	16.5 mm nominal thickness (.650)	LF	\$ 320.00
6	18.0 mm nominal thickness (.709)	LF	\$ 415.00
7	19.5 mm nominal thickness (.768)	LF	\$ 431.00
8	21.0 mm nominal thickness (.827)	LF	\$ 446.00
9	22.5 mm nominal thickness (.886)	LF	\$ 461.00
10	1.5 mm thickness increase exceeding 22.5 mm	LF	\$ 12.40
o.	72" diameter		
1	10.5 mm nominal thickness (.413)	LF	\$ 630.00
2	12.0 mm nominal thickness (.472)	LF	\$ 700.00
3	13.5 mm nominal thickness (.531)	LF	\$ 730.00
4	15.0 mm nominal thickness (.591)	LF	\$ 760.00
5	16.5 mm nominal thickness (.650)	LF	\$ 790.00
6	18.0 mm nominal thickness (.709)	LF	\$ 827.00
7	19.5 mm nominal thickness (.768)	LF	\$ 846.00
8	21.0 mm nominal thickness (.827)	LF	\$ 864.00
9	22.5 mm nominal thickness (.886)	LF	\$ 879.00
10	1.5 mm thickness increase exceeding 22.5 mm	LF	\$ 17.70
2. Sectional Lining			
a.	6" diameter (3' in length)	EA	\$ 2009.90
	8" diameter (3' in length)	EA	\$ 2433.00
	10" diameter (3' in length)	EA	\$ 2750.40
	12" diameter (3' in length)	EA	\$ 2856.20

REVISED BID TAB - Addendum 2

ITEM NO.	DESCRIPTION	UNIT	UNIT
	18" diameter (3' in length)	EA	\$ 3490.00
	20" diameter (3' in length)	EA	\$ 3702.40
	24" diameter (3' in length)	EA	\$ 3914.00

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES x NO

If "yes," please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?		X	
Is there an additional charge for credit card payment?		X	
Discount for early payment?		X	
Prompt payment terms: <u> </u> % <u> </u> Days; Net 30 Days		X	

Company Name: Insituform Technologies, LLC

EIN: 13-3032158

Email: dpartridge@aegion.com

Name and Title of Individual completing this schedule:
Diane Partridge, Contracting and Attesting Officer

(Printed Name)

(Title)

(Signature)

March 21, 2019

(Date)

* To the best of proposer's knowledge and experience, all proposed costs are reasonable and customary.

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly authorized to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 - Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-___]



CERTIFICATE OF LIABILITY INSURANCE

7/1/2019

DATE (MM/DD/YYYY)

4/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1347989 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield MO 63005	INSURER A: XL Insurance America, Inc.	NAIC # 24554
	INSURER B: ACE American Insurance Company	22667
	INSURER C: Indemnity Insurance Co of North America	43575
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES INSTE02

CERTIFICATE NUMBER: 16016929

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	CGD300084903	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> Independent Contractor <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			BROAD FORM PD/CONTRACTUAL			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	ISA H25158945	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX OTHER: \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX OTHER: \$ XXXXXXXX
B C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N	WLRC65224987 (CA/MA) WLRC6522494A (AOS)	7/1/2018 7/1/2018	7/1/2019 7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP NO. 19-024, ANNUAL PIPE LINING SERVICES (LIBRARY OF VENDORS). CITY OF NAPLES IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS WHERE REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER

CANCELLATION See Attachments

16016929
CITY OF NAPLES
735 EIGHTH STREET SOUTH
NAPLES FL 34102

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

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EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the Contracting and Attesting Officer of the Insituform Technologies, LLC., company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.
2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.
3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.
4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.
5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.
6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.
7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 11th day of April, 2019.

By: 
Diane Partridge, Contracting and Attesting Officer