

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**JUNE 7, 2011 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Bid: Storm Sewer Rehabilitation Project – Prospect, Lincoln to Chicago (SW-058)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to authorize award of a contract for the Storm Sewer Rehabilitation Project – Prospect, Lincoln to Chicago (SW-058) to Insituform Technologies USA, Inc. of Chesterfield, MO in the amount of \$65,946.00.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 identified *Top Quality Village Infrastructure*.

**FISCAL IMPACT**

The approved FY 2011 budget includes \$300,000 for this contract in the Stormwater Fund.

**RECOMMENDATION**

Approval on the June 7, 2011 consent agenda.

**BACKGROUND**

The existing 24 inch (24”) clay storm sewer on Prospect Avenue was identified to be in poor condition and in need of replacement. Original improvement plans included removal and replacement of the storm sewer and completion of resulting street and restoration work related to the project. Because the pavement is not in need of resurfacing at this time and the watermain on this street will likely need replacement in the next 10+ years, it was determined that lining the existing storm sewer and avoiding street work was the best course of action. This approach will also preserve several mature trees which would have been impacted during standard removal and replacement of the pipe. The lined pipe will have a design lifespan of 50 years and will be installed with minimum disruption to the neighborhood. Future street improvements will be completed at the time that the watermain is replaced.

Bids for this project were received April 25, 2011 at 11:00 a.m. A synopsis of the bids is as follows:

<b>Contractor</b>	<b>Total Bid Amount</b>	
INSITUFORM TECHNOLOGIES, USA, INC	\$65,946.00	low
KENNY CONSTRUCTION COMPANY	\$108,902.00	

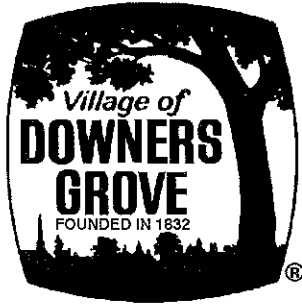
The low bidder is Insituform Technologies USA, Inc., who is a pioneer of the trenchless sewer rehabilitation technology. This bidder has performed successfully for the communities of Naperville, Wheaton, Roselle and Elmhurst.

**ATTACHMENTS**

Capital Project Sheet S-004

Contract Documents

Contractor Campaign Disclosure



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Insituform Technologies USA, Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-058
  - B. For: STORM SEWER REHABILITATION PROJECT – PROSPECT, LINCOLN TO CHICAGO
  - C. Bid Opening Date/Time: MONDAY, MAY 23, 2011 @ 11:00 AM
  - D. Pre-Bid Conference Date/Time: NONE
  - E. Pre-Bid Conference Location: N/A
  - F. Specs available for pickup at the Public Works Building, 5101 Walnut Downers Grove, IL. 60515, for a non-refundable deposit of TEN Dollars (\$10.00) on CD/DVD.
- III. Required of All Bidders:
- A. Bid Deposit: 10%
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: YES

Legal Advertisement Published: MONDAY, MAY 9, 2011

This document comprises 50 pages plus [Plan (1 sheet) + Video of storm sewer (CD)]

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO :

TOMASZ J TOPOR, PE  
PROJECT ENGINEER  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5460  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

**CALL FOR BIDS – FIXED WORKS PROJECT**

**Bid No.:** SW-058

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.**

## **I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**

### **1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to:  
MONDAY, MAY 23, 2011 @ 11:00 AM
  - 1.2 Defined Terms:
    - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
    - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder’s completed proposal, bonds and all required certifications.
    - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
    - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
    - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
    - 1.2.6 Work – the construction or service defined herein.
    - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
    - 1.2.8 Proposal Guaranty – the required bid deposit.
  - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
  - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Tomasz J Topor, PE, in a sealed envelope marked "SEALED BID for STORM SEWER REHABILITATION PROJECT – PROSPECT, LINCOLN TO CHICAGO". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
  - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting Bid. Telephone, email and fax Bids will not be accepted.
  - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- ### **2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.

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- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the contract and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written

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acknowledgement of receipt of each addendum issued with the bid submission.

- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bidder must submit his proposal on the form furnished by the Village. The Bid shall be executed properly, and bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.

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2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.

2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

### **3. PRE-BID CONFERENCE**

3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".

3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

### **4. BID SUBMISSION**

4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.

4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his bid and according to the plans and specifications in case the contract shall be awarded to him.

4.3 Bids shall be publicly opened at the hour and place indicated above.

### **5. BID MODIFICATION OR WITHDRAWAL**

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

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5.2 A Bid that is in the possession of the Village may be withdrawn by the bidder, up to the time set for the bid opening, by a letter bearing the signature or name of person authorized for submitting bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

5.3 Any bidder who does not submit a proposal is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting proposals or "No Bid Statement" may otherwise be removed from our bid mailing list.

### **6. BID REJECTION**

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all bids and to waive such technical error as may be deemed best for the interest of the Village.

### **7. BIDDER COMPETENCY**

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

### **8. BIDDER DISQUALIFICATION**

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

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- 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract.

### **9. BASIS OF AWARD**

- 9.1 The Village reserves the exclusive right to accept or reject any and all bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

### **10. AWARD OF CONTRACT**

- 10.1 Unless the Village exercises its right to reject all bids, the contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered.
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal if cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

### **11. RETURN OF BID DEPOSIT**

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

### **12. FAILURE TO ENTER INTO CONTRACT**

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.
- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

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- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his proposal is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

### **13. SECURITY FOR PERFORMANCE**

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's proposal by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

### **14. TAX EXEMPTION**

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification number will also be provided to the selected Bidder.

### **15. RESERVED RIGHTS**

- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bid, however, will not be waived.

### **16. CATALOGS AND SHOP DRAWINGS**

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

### **17. TRADE NAMES AND SUBSTITUTIONS**

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

## **II. TERMS AND CONDITIONS**

### **18. VILLAGE ORDINANCES**

18.1 The successful bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **19. USE OF VILLAGE'S NAME**

19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

### **20. HOURS OF WORK**

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village.

### **21. PERMITS AND LICENSES**

21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

### **22. INSPECTION**

22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

### **23. DELIVERIES**

23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

### **24. SPECIAL HANDLING**

24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

### **25. NONDISCRIMINATION**

25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity

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employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

- 25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**26. SEXUAL HARASSMENT POLICY**

26.1 The bidder, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the bidder's internal complaint process including penalties;

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**27. EQUAL EMPLOYMENT OPPORTUNITY**

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

27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

27.1.2 That, if it hires additional employees in order to perform this contract or any portion

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thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

## **28. DRUG FREE WORK PLACE**

- 28.1 Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
  - 28.1.1 Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation,

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possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employee's about:

(1) the dangers of drug abuse in the workplace;

(2) the Village's or Contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance programs;

(4) the penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 11.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 11.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

28.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**30. PREVAILING WAGE ACT**

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform

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work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

- 30.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

### **31. PATRIOT ACT COMPLIANCE**

The bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The bidder further represents and warrants to the Village that the bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing

representations and warranties.

**32. INSURANCE REQUIREMENTS**

32.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

32.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

32.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability

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policies.

- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or form the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

**34. SUBLETTING OF CONTRACT**

34.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

**35. TERMINATION OF CONTRACT**

35.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, for any reason.

35.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Bidder, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

**36. BILLING AND PAYMENT PROCEDURES**

36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

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- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- 36.3 As this contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.
- 37. COMPLIANCE WITH OSHA STANDARDS**
- 37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- 38. CERCLA INDEMNIFICATION**
- 38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.
- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.
- 39. COPYRIGHT or PATENT INFRINGEMENT**
- 39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 40. BUY AMERICA**
- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an

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executed Buy America Certificate, attached hereto.

### **41. CAMPAIGN DISCLOSURE**

- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

### **42. GUARANTEE PERIOD**

- 42.1 The Contractor shall provide a guarantee in writing covering a minimum period of one (1) year after approval and acceptance of the work. The Guarantee shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantees are required, they will be noted in the Special Provisions for this project.

### **43. SUCCESSORS AND ASSIGNS**

- 43.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-bidders.

### **44. WAIVER AND BREACH OF CONTRACT**

- 44.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

### **45. CHANGE ORDERS**

- 45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

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45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original subcontract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

**46. SEVERABILITY OF INVALID PROVISIONS**

46.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**47. GOVERNING LAW**

47.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**48. NOTICE**

48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

49.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

**50. COOPERATION WITH FOIA COMPLIANCE**

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

**51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this

Act by all of its subcontractors.

### **III. GENERAL PROVISIONS**

#### **1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
  - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
  - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2007; along with Supplemental Specifications and Recurring Special Provisions (collectively the “SSRBC”) as adopted by the Illinois Department of Transportation, January 1, 2010; and
  - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised December, 2002.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

#### **2. COOPERATION OF CONTRACTOR**

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

#### **3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

- 3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
  - 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
    - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged

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in the completion of the work specified in this contract.

- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.2 BACKING PRECAUTIONS. Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or his representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

**4. PROSECUTION AND PROGRESS**

4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

4.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

4.1.2 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule.

**5. MEASUREMENT AND PAYMENT**

5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 34 of Part II of this document (Billing and Payment Procedures.)

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

#### **IV. SPECIAL PROVISIONS**

**The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions.**

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superceded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

##### **1. GENERAL SCOPE OF WORK**

- 1.1 Provide storm sewer pipeline cleaning, televising, and cured-in-place pipe (CIPP) as specified herein, and as needed for a complete and proper rehabilitation of the sewer located on Prospect Avenue from Lincoln Street to Chicago Avenue (approx. 614 feet)

##### **2. GENERAL CONSTRUCTION REQUIREMENTS**

- 2.1 The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.
- 2.2 All street openings made prior to November 15<sup>th</sup> shall be fully restored according to the applicable special provisions, and the street reopened to regular traffic upon the availability of hot-mix bituminous concrete. The Contractor shall assume the risk of restoration over those reaches of pipe installed but not yet pressure-tested for pipe integrity.
- 2.3 Access to all individual drives within the current work zone must be restored at the end of each workday.
- 2.4 The Contractor shall maintain traffic flow on PROSPECT AVENUE during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all residents.

##### **3. QUALIFICATIONS OF BIDDER**

- 3.1 In order to be considered a responsible bidder, the bidder must demonstrate satisfactory performance on at least 100,000 feet of CIPP installation in the United States and five (5) contracts of similar nature and scope within the last three (3) years within the State of Illinois. The bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name

and phone number of the contact person as well as the Certification of Qualifications form with the Bid.

**4. VIDEO OF STORM SEWER (CD)**

4.1 Video clips of the sewers to be rehabilitated have been provided in DVD format along with the bid documents for reference purposes.

4.2 The deterioration of the existing sewer is an ongoing process, and the current condition of the existing line may be different than as it appears in the existing video.

If upon viewing the video the proposer determines that additional video inspection of the sewer is necessary to ascertain the suitability of the proposer's product for use over the entire length of the various sections of sewer that is to be rehabilitated under this Contract, the proposer shall make such additional investigation at his sole expense, and shall arrange with the Project Engineer a time to make such additional investigations.

4.3 Extra payment for delay to the Contractor shall not be made on the basis of a determination by the Contractor, after the award of the Contract, that the Contractor's proposed process for the sewer rehabilitation work contemplated under this Contract is unsuitable for a portion or all of the work proposed under this Contract.

**5. SUBMITTALS**

5.1 Submit shop drawings, include:

A Manufacturer's recommended installation procedures and written certification of compliance with ASTM standards for all materials.

B Cured-in-place pipe design calculations, including manufacturer's validation of contractor's design calculations or manufacturer's design worksheet.

C Manufacturer's recommendation for the following:

1. Minimum and maximum temperature to be maintained in the cured-in-place pipe during the cure period and post-cure period.
2. Minimum and maximum pressures to be maintained in the cured-in-place pipe during inversion and during the cure period.

D Submit at the preconstruction meeting for review and approval by Owner and Engineer:

1. Plan for bypassing of stormwater.
2. Traffic control plans.

E Submit after installation of the cured-in-place pipe:

1. Written log of pressure readings during the inversion and cure period.
2. Written log of temperature readings during the inversion and cure period.
3. Test results from two labeled, cured-in-place pipe sample for every one thousand feet CIPP installed for each pipe diameter and lined thickness.
4. Written log of results for watertightness testing.

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**6. QUALITY ASSURANCE**

- 6.1 Use adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- 6.2 Furnish manufacturer's certificates of compliance stating that contractor is certified to perform the work.

**8. SEWER CLEANING EQUIPMENT**

- 8.1 Provide high-velocity water jetting machines, power rodding machines, root cutters, sand nozzles, root saws, expandable cutters, and all other equipment necessary to clean sewer in preparation for televising and installation of pipe liner.

**8. BYPASS PUMPING EQUIPMENT**

- 8.1 Provide all pumps, hoses, temporary piping, and plugs required to bypass flow around sewer sections to be rehabilitated.
- 8.2 Provide portable generators or temporary electric utility drop lines to power temporary pumping.
- 8.3 Bypass pumping shall be considered INCIDENTAL to the contract.

**9. CURED-IN-PLACE PIPE (CIPP)**

9.1 General:

- A. Provide flexible/resin-impregnated polyester felt tube sized to provide a tight fitting within the existing sewer when cured.
- B. Provide product that complies with all requirements of the ASTM F-1216.

9.2 Material:

- A. Provide felt tube complying with ASTM F-1216, Section 5.1.
- B. Resin complying with ASTM F-1216, Section 5.2
- C. Minimum structural properties:
  - 1. Flexural strength: 4,500 psi per ASTM D-790
  - 2. Flexural modulus: 250,000 psi per ASTM D-790
  - 3. Tensile strength: 3,000 psi
- D. Final structural properties: Determined by basis of design.
- E. Thickness: Comply with ASTM F1216, Appendix X1.
  - 1. Provide minimum pre-cured thickness of 6 mm for all CIPP installed regardless of calculations showing thinner is adequate.
- F. The wall color of the pipe liner after installation shall be of dark color or a non-reflective nature that could inhibit proper closed circuit television inspection.
- G. Material will allow resin migration between new lining and host pipe.

## Village of Downers Grove

### Basis Design:

Pipe Condition:	Fully deteriorated
Depth to pipe invert:	5-10 feet
Design life (yrs)	50
Safety factor	2
Groundwater	At Surface
Ovality circumference	8%

- H. Certifications:
  - 1. Provide manufacturer's certification that the proposed resin system and cure schedule are appropriate for the proposed application, and have been tested in laboratory and field conditions.
  - 2. The product shall have a minimum of 100,000 feet installed and shall have been in successful service in the United States for a minimum of 5 years.
- I. Acceptable manufacturers:
  - 1. Insituform.
  - 2. Inliner.
  - 3. National Liner.
  - 4. Premier
  - 5. CIPP Corp.
  - 6. or approved equal

### 10. EXISTING PIPE

- 10.1 *Protect existing piping throughout the area of proposed work.*  
All existing piping to remain in use unless a change is approved by the Engineer.

### 11. PREPARATORY CLEANING AND INTERNAL SEWER INSPECTION

- 11.1 Clean and televise pipes to be lined prior to installation of CIPP
  - A. Schedule and coordinate times of televising with the Engineer prior to televising.
  - B. Televise sewer no more than three (3) days prior to installation of CIPP unless approved by the Engineer, and provide two copies of the DVD and written logs to the Engineer.
  - C. Inspect sewer by closed circuit television to confirm any locations of poor conditions, such as collapsed pipes, displaced joints, protruding connections, and all lateral connections.

### 12. PROTRUDING CONNECTIONS

- 12.1 Review sewer video included with the project bid, identify possible protruding connections in the existing pipe that would prevent proper installation of CIPP.
  - A. Provide unit cost for **Protruding Connections** for ALL protruding connections in the Schedule of Prices of the bid document.
  - B. Grind all service/lateral taps that protrude into the existing pipe to a point that they extend a maximum of ½-inch beyond the interior wall of the existing pipe.
  - C. Remove minerals deposits and roots from joints to 90 percent of pipe diameter before

## Village of Downers Grove

- installation of cured in place pipe.
- D. This work shall be performed and paid for at the contract unit price per **LUMP SUM** which price shall include all material, labor, and equipment necessary to complete the work.

### 13. POINT REPAIRS

- 13.1 Review sewer video included with the project bid, identify possible sections of collapsed pipe, displaced joints, or pipe ovality that is severe to a point that the CIPP can not be properly installed and require a point repairs.
- A. Provide a location and cost per repair for each Point Repair and indicate it on the Summary of Point Repairs sheet included with the bid documents.
- B. Provide Lump Sum unit cost for **Point Repairs** in the Schedule of Prices of the bid document.
- C. This work shall be performed and paid for at the contract unit price per **LUMP SUM** for ALL required point repairs and shall include the following:
1. Any necessary excavation, clearing, tree root pruning and proper disposal of excavated materials for all possible point repairs.
  2. Installation of required tree protection adjacent to the excavation area.
  3. Support of trenches, including any necessary bracing or shoring.
  4. De-watering of trench or excavation.
  5. Placement and compaction of bedding material.
  6. Proper installation of new sections of pipe and connections to existing storm sewer.
  7. Placement and compaction of initial backfill up to one (1) above the top of pipe with CA-11.
  8. Placement and compaction of final backfill with CA-6.
  9. For work in the parkways: Installation of 1' clay cap above the final backfill, topsoiling and sodding all disturbed areas
  10. For work in paved areas: Road pavement and/or driveways pavement restoration matching the existing materials and thicknesses for all disturbed areas.

### 14. CURED-IN-PLACE PIPE (CIPP) INSTALLATION

- 14.1 Conduct operations in strict accordance with applicable OSHA standards involving scaffolding and working in confined spaces.
- 14.2 Provide by-pass pumping of stormwater around section of storm sewer being repaired if pumping is necessary to properly perform the work.
- 14.3 Install wet-out tube by the inversion process and the application of hydrostatic head, or air pressure, sufficient to extend CIPP to next installation point, hold pipe tight to existing sewer wall and prevent damage to the tube.
- A. Resin and impregnated felt shall be stored as per manufacturers requirements.
- B. Maintain pressure in accordance with manufacturer's requirements.
- C. Monitor gauge pressure during the inversion and curing process.
- D. Shape to match existing pipe prior to insertion.
1. Maximum 10% out-of-round
  2. Maximum 5% deficiency in design thickness of liner.

## Village of Downers Grove

cure the pipe.

- A. The temperature required will be determined by resin/catalyst system employed. Maintain temperature during curing period and post-cure period in accordance with manufacturer's requirements.
- B. Provide monitors to gauge temperature of incoming and outgoing water supply, or steam, and between impregnated tube and existing sewer invert at the remote manhole location.
- C. Cool CIPP to a temperature below 100 degrees F for water cure and 113 degrees F for steam cure prior to reducing static head. Slowly drain so as not to create vacuum in the newly hardened CIPP.
- D. Grout voids above CIPP where indicated by the Engineer.
- E. Seal voids between CIPP and host pipe termination points with resin mixture compatible with CIPP or hydraulic cement.

14.5 This work shall be performed and paid for at the contract unit price per **LINEAR FOOT** which price shall include all material, labor, and equipment necessary to complete the work.

### 15. TESTING

15.1 Provide two (2) CIPP sample as outlined in ASTM-1216.8.1.

- A. Obtain one sample from intermediate manhole or termination point and one sample from a clamped mold placed in the downtube when heated water is used and in the silencer when steam is used.
- B. Label each sample.
  - 1. Submit samples to third party, independent laboratory for testing of Short-Term Flexural (Bending) properties, Tensile properties, and liner thickness.
  - 2. Correct inversions that fail to meet the testing requirements.
  - 3. If any test fails to meet the testing requirements, test the samples from the remaining inversions at no cost to the Village.
- C. Location of samples may be selected by the Engineer at random.

15.2 Test watertightness of CIPP by low pressure air testing method or exfiltration method as outlined in ASTM F-1216.8.2, as selected by Engineer.

- A. Testing is required at all locations, regardless of length of repairs.
- B. Provide materials and labor for making required tests.
- C. Make tests in the presence of the Engineer.
- D. Repair and retest all rehabilitation work not acceptable to the Engineer at no additional cost to the Village. Do not use acrylic gel to correct the leakage.

15.3 Low Pressure Air Testing:

- A. Flush and clean sewers prior to testing for watertightness.
- B. Test sewer by sealing pipe openings with airtight plugs and braces.
- C. Add air to the plugged section under test until internal air pressure reaches 4.0 psi greater than groundwater hydrostatic pressure.
- D. Shut off the air supply after stabilizing the air temperature.
- E. Maintain air pressure of 3.5 psi for a minimum of 3 minutes.
- F. Locate and repair sections of liner that do not meet the test requirements at no cost to the Village.

## Village of Downers Grove

- 15.4 Exfiltration Method:
- A. Test sewer by sealing pipe openings and filling CIPP with water, after CIPP has cooled down to ambient temperature.
  - B. Provide water level inside of the inversion standpipe 2ft higher than the top of the pipe or 2ft higher than groundwater level, whichever is greater.
  - C. Do not exceed internal pipe pressure of 10 ft (4.3 psi) at lowest end.
  - E. Measure leakage quantity using the water level in a temporary standpipe placed in the upstream plug.
  - F. Conduct test for one hour.
  - G. The allowable water exfiltration for any length of pipe between termination points should not exceed 50 U.S. gallons per inch of internal pipe diameter per mile per day.
- 15.5 Provide final inspection test by closed circuit television as outlined in ASTM F-1216.8.6, and deliver DVD's to the Village.
- A. Preparatory cleaning of entire sewer segment (between manholes) is required before televising inspection.
  - B. Televis areas within 30 days of installation.
  - C. Utilize pan and tilt color camera and look up each service.
  - D.
- 15.6 No visual defects, including delamination, pinholes, un-impregnated or cured spots, or foreign bodies are acceptable.
- 15.6 All required testing shall be considered **INCIDENTAL** to **CURED-IN-PLACE PIPE (CIPP) INSTALLATION**
- 16. RESTORATION**
- 16.1 Track and record all existing connections to the storm sewer. Restore all existing connections to the storm sewer after CIPP was installed.
- 16.2 Restore all areas of work to pre-construction conditions.
- 16.3 Restore all damaged parkway areas with topsoil and sod/seed. All restoration work shall be considered **INCIDENTAL** to the contact.

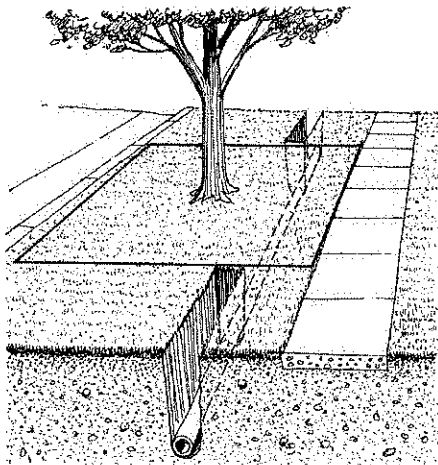
## **17 TREE PROTECTION**

- 17.1 Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.
- 17.2 Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway or excavation unless specifically noted on the project plan sheets.

Village of Downers Grove

17.3 The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

<u>Parkway</u> <u>Tree diameter at 4.5'</u>	<u>Width street to property</u> <u>(min. curb to sidewalk)</u>	<u>Length along street</u> <u>street(minimum)</u>	<u>Depth</u>
0 – 12.0 inches	10.0 feet	10 feet	4 feet
12.1 – 24.0 inches	10.0 feet	20 feet	4 feet
24.1 or more inches	10.0 feet	30 feet	4 feet



- 17.4 For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.
- 17.5 For projects that involve excavations of two (2) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

Village of Downers Grove

- 17.6 Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.
- 17.7 To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.
- 17.8 In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.
- 17.9 In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:
- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
  - costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
  - fines of \$500 for the 1<sup>st</sup> offense; \$1,000 for the 2<sup>nd</sup> offense; \$2,500 for the 3<sup>rd</sup> and subsequent offenses.
  - each day during which a violation continues shall be construed as a separate and distinct offense.
- 17.10 The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.
- 17.11 **Basis of Payment:** This work shall be considered **INCIDENTAL** to the project.
- Tree removal as defined by the standard specifications, which will be paid for separately.
- 18 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**
- 18.1 **Description:** This item shall include the furnishing, installing, maintaining, relocating and removing of

Village of Downers Grove

all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.

- 18.2 No waiving of these requirements will be allowed without prior written approval of the Engineer.
- 18.3 The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.
- 18.4 The contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.
- 18.5 The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.
- 18.6 In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.
- 18.7 In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.
- 18.8 The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.
- 18.9 No open excavation may be left overnight or on the weekend without the express written permission of the Engineer.
- 18.10 No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

Village of Downers Grove

- 18.11 As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.
- 18.12 The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.
- 18.13 **Basis of Payment:** This work shall be paid for at the contract **LUMP SUM** price for:

**TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS,**

which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and public for the duration of the Project.

POINT REPAIR SUMMARY

NO.	STREET	MH	TO	MH	LOCATION OF REPAIR		COST PER REPAIR
					FROM (FT)	TO (FT)	
1		2		1	Approx 248'		\$10,038.70
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
LUMP SUM COST FOR ALL POINT REPAIRS*							\$10,038.70

\* Lump Sum cost for POINT REPAIRS to be inserted into the Schedule of Prices

Village of Downers Grove

**V. BID and CONTRACT FORM (Village)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

Insituform Technologies USA, Inc.

Company Name

May 23, 2011

Date

17988 Edison Avenue

jlause@insituform.com

Street Address of Company

E-mail Address

Chesterfield, MO 63005

Jana Lause

City, State, Zip

Contact Name (Print)

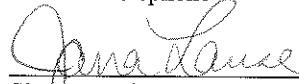
636-530-8000

(630) 780-9693

Business Phone

24-Hour Telephone

636-530-8701



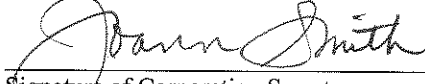
Business Fax

Signature of Officer, Partner or Sole Proprietor

Jana Lause, Contracting & Attesting Officer

Print Name & Title

ATTEST: if a Corporation



Signature of Corporation Secretary

Joann Smith, Assistant Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 30 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**V. BID and CONTRACT FORM (Contractor)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

Insituform Technologies USA, Inc.  
Company Name

May 23, 2011  
Date

17988 Edison Avenue  
Street Address of Company  
Chesterfield, MO 63005

jlause@insituform.com  
E-mail Address  
Jana Lause

City, State, Zip  
636-530-8000

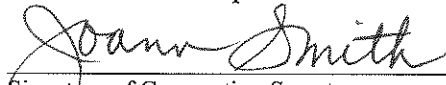
Contact Name (Print)  
(630) 780-9693

Business Phone  
636-530-8701

24-Hour Telephone

Business Fax

  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation  
  
Signature of Corporation Secretary  
Joann Smith, Assistant Secretary

Jana Lause, Contracting & Attesting Officer  
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 30 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

**SCHEDULE OF PRICES:**

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
10	PROTRUDING CONNECTIONS	L SUM	1.0	1,287.00	1,287.00
11	POINT REPAIRS	L SUM	1.0	10,038.70	10,038.70
12	CURED-IN-PLACE-PIPE (CIPP) INSTALLATION, 24"	LF	614.0	88.50	54,339.00
16	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	281.30	281.30

TOTAL BID \$65,946.00

**BIDDER'S CERTIFICATION (page 1 of 3)**

Storm Sewer Rehabilitation Project  
Prospect, Lincoln to Chicago (SW-058)

With regard to \_\_\_\_\_, bidder Insituform Technologies USA, Inc.  
(Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Bidder certifies that bidder and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

**BIDDER'S CERTIFICATION (page 2 of 3)**

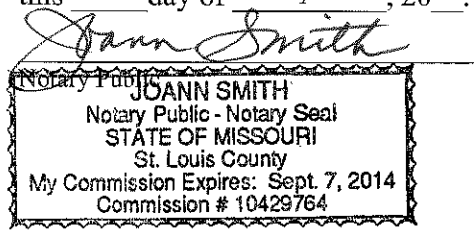
BY: Jana Lause  
Bidder's Authorized Agent  
Jana Lause, Contracting & Attesting Officer

4 3 - 1 3 1 9 5 9 7

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

OR N/A  
Social Security Number

Subscribed and sworn to before me  
this 23 day of May, 2011



(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of Insituform Technologies USA, Inc., and the full names of its Officers are as follows:

President: & CEO J. Joseph Burgess

Sr. VP, CAO, Gen Counsel,

& Secretary: David F. Morris

Sr. VP & CFO

~~Treasurer:~~ David Martin

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER'S CERTIFICATION (page 3 of 3)**

The partnership does business under the legal name of: N/A  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: N/A  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? \_\_\_\_\_

INSURER'S NAME: Travelers Casualty & Surety of America

AGENT: JW Terrill

Street Address: 825 Maryville Centre Dr., Ste 200

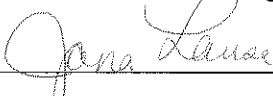
City, State, Zip Code: Chesterfield, MO 63017

Telephone Number: 314-594-2655

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Insituform Technologies USA, Inc.

Print Name and Title of Authorizing Signature: Jana Lause, Contracting & Attesting Officer

Signature: 

Date: May 23, 2011

**MUNICIPAL REFERENCE LIST**

Municipality: See Attached  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name of Project: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

**Project References - 5 years**

<b>Customer Name</b>	<b>6"</b>	<b>8"</b>	<b>10"</b>	<b>12"</b>	<b>15"</b>	<b>18"</b>	<b>20"</b>	<b>21"</b>	<b>22"</b>	<b>24"</b>	<b>Final Contract</b>	<b>Completion</b>
City of Effingham 201 East Jefferson Ave. Effingham, IL 62401 (217) 342-5303		742	616	1,166							\$ 92,298.00	04/04/05
Village of Cahokia 201 West 4th St. Cahokia, IL 62206 (618) 337-9510		475				680					\$ 60,680.00	09/22/05
City of Trenton City Hall, 14 W. Broadway Trenton, IL 62293 (618) 224-7323		5,373	451								\$ 169,093.70	09/03/05
Village of Roselle 474 Congress Circle N Roselle, IL 60172 (630) 980-2024		52,990	4,668	1,915	2,781	1,804					\$ 2,407,609.38	3/14/2009
Flagg Creek W.R.D. 7001 Frontage Road Burr Ridge, IL 60527 (630) 323-3299		26,214	2,058	200		2,699					\$ 844,793.00	3/28/2008
Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, IL 60477 (708) 532-5011		27,117	3,067	2,595							\$ 1,215,572.50	04/12/07
Village of Deerfield 465 Elm Street Deerfield, IL 60015 Dan Busscher (847) 945-5000		7,388	2,717	2,434	330			136			\$ 467,860.84	4/18/2008
City of Elmhurst 209 North York Street Elmhurst, IL 60126-2759 (630) 530-3020		9,107		8,844	756	1,132					\$ 683,051.30	05/08/07
City of Wheaton 303 West Wesley Street Box 727 Wheaton, IL 60187 Sarang Lagvankar (630) 260-2000		22,289	10,408	1,143							\$ 1,082,161.00	04/16/07
Village of Wilmette 1200 Wilmette Avenue Wilmette, IL 60091 Linda Reilly (847) 853-7660		2,187	615	2,738	1,225	1,850		1,332			\$ 419,092.00	01/09/07
City of Naperville 400 S. Eagle Street Naperville, IL 60566-7020 (630) 420-6111	881	32,583	2,864	1,482							\$ 1,044,253.76	11/27/07
Village of Frankfort 432 West Nebraska St. Frankfort, IL 60423 Don Matthews (815) 469-2177		8,496	1,315	767							\$ 382,880.27	06/01/09
Village of Manhattan 10045 West Lincoln Hwy Frankfort, IL 60423-1267 Darryll Bauer (815) 806-0300		8,175	160								\$ 237,520.00	12/15/06
Village of Wheeling 233 West Hintz Road Wheeling, IL 60090 Steve Morris (847) 229-4600		3,336	615	1,011							\$ 178,268.77	11/28/06

**Project References - 5 years**

Village of Northbrook 1225 Cedar Lane Northbrook, IL 60062-4513 John Novinson (847) 272-5050		4,773	828	1,965		1,276			333	628	\$ 382,929.31	04/04/07
City of Elgin 150 Dexter Court Elgin, IL 60120-5555 (847) 931-5984	40	10,879	1,230	3,000	1,748	20				2,282	\$ 742,529.60	02/08/07
Village of Orland Park 15655 South Ravinia Ave. Orland Park, IL 60462 John Ingram (708) 403-6103		10,929	1,710	2,648	820						\$ 1,194,557.00	06/13/08
City of Champaign 702 Edgebrook Drive Champaign, IL 61820 Erich T. Borgers (217) 403-4710		13,754	6,239	852		885				302	\$ 520,997.50	10/18/07
Village of Mount Prospect 1700 W. Central Road Mount Prospect, IL 60056-2229 Matt Overeem (847)870-5640		6,113	1,381	4,423	4,075	713		1,062		609	\$ 865,965.42	04/11/08
Dekalb Sanitary District 16 North First Avenue St. Charles, IL 60174 Mike Holland (Eng) (630) 587-0470		10,574	3,635	623	566						\$ 396,935.00	04/08/08
City of Wheaton 303 West Wesley Street Box 727 Wheaton, IL 60187 Sarang Lagvankar (630) 260-2000		19,246	3,984		3,091						\$ 881,133.50	04/29/08
City of Elmhurst 209 North York Street Elmhurst, IL 60126-2759 Mike Hughes (630) 530-3020		6,468	817	8,809	3,104	846					\$ 768,881.70	05/09/08
City of Palos Hills 9575 W. Huggins Road, Suite 600 Rosemont, IL 60018-4920 Lee M. Fell (847) 823-0520		120,000	12,154	5,525	465	2,302		3,467		878	\$ 4,015,302.36	01/15/10
City of Champaign 702 Edgebrook Drive Champaign, IL 61820 (217) 403-4710		13,321	1,325	2,306	765	354				1,471	\$ 633,952.50	09/16/08
Village of Glenview 1370 Shermer Road Glenview, IL 60026 Eli Litay, (847) 998-9500		11,439	2,425	1,709		673				168	\$ 719,487.50	04/01/09
John Neri Construction Co., Inc. 770 Factory Rd. Addison, IL 60101 Nicholas Neri (630) 629-8384		4,259	1,929	285	1,033						\$ 278,402.33	12/11/09
Village of Glenview 1370 Shermer Road Glenview, IL 60026		14,400	3,290	2,402	2,141			487			\$ 871,995.25	11/03/09
Village of Barrington 200 South Hough Street Barrington, IL 60010 Darren Monico (847) 304-3400		3,744	976	841	428					1,001	\$ 298,186.00	02/24/10
City of Watseka 231 East Oak Street Watseska, IL 60970 Marvin Delahr (815) 432-2711		1,205	329	3,522				1,619		964	\$ 406,005.00	05/05/10

**Project References - 5 years**

City of Elgin 150 Dexter Court Elgin, IL 60120-5555 (847) 931-5984		13,441	1,270	999	2,619	758					\$ 603,081.00	03/31/10
City of Evanston 2100 Ridge Ave. Evanston, IL 60201-2798 Jewell Jackson (847) 866-2935				1,101	337		238	324	67		\$ 144,467.00	05/19/10
Village of Richton Park C/O Clark Dietz, Inc. 118 S. Clinton St., Suite 600 Chicago, IL 60661 Stephen Dalton (312) 648-9900		2,603			494						\$ 113,530.10	06/01/10
Northfield Township 3801 West Lake Ave. Glenview, IL 60025 Robert E. Barber (847) 724-7055		2,522	185		798						\$ 123,599.00	07/29/10
<b>Footage Total</b>		<b>921</b>	<b>476,142</b>	<b>73,261</b>	<b>65,305</b>	<b>27,576</b>	<b>15,992</b>	<b>238</b>	<b>8,103</b>	<b>657</b>	<b>8,370</b>	<b>676,565</b>

**SUBCONTRACTORS LIST**

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) SHERIDAN PLUMBING + SEWER Type of Work TV/CLEAN, POINT REPAIR

Addr: 100 TOWER DR. SUITE 115 City BURR RIDGE State IL Zip 60527

2) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**CERTIFICATION OF QUALIFICATIONS**

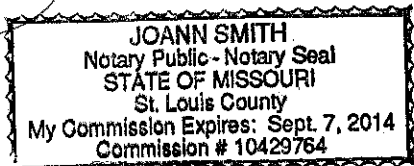
The proposer hereby certifies that he has successfully installed a minimum of 100,000 feet of CIPP in the United States including at least five (5) contracts of similar nature and scope within the State of Illinois within the last three years.

Signed by: Jana Lause (Corporate Seal)  
Title: Jana Lause, Contracting & Attesting Officer  
Name & Address: Insituform Technologies USA, Inc.  
of Contractor 17988 Edison Avenue  
or Vendor Chesterfield, MO 63005

Project: STORM SEWER REHABILITATION PROJECT – PROSPECT, LINCOLN TO CHICAGO

Subscribed and sworn to before  
me this 23 day of May, 2011

Joann Smith





**VENDOR W-9 REQUEST FORM**

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: Insituform Technologies USA, Inc.  
ADDRESS: 17988 Edison Avenue  
CITY: Chesterfield  
STATE: MO  
ZIP: 63005  
PHONE: 636-530-8000 FAX: 636-530-8701  
TAX ID #(TIN): 43-1319597

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: Same  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: Jana Lause DATE: 05/23/11  
Jana Lause, Contracting & Attesting Officer

**Apprenticeship and Training Certification**

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Bidder: Insituform Technologies USA, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

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Laborers Local 2

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Operators Local 150

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

Print Name and Title of Authorizing Signature: Jana Lause, Contracting & Attesting Officer

Signature: 

Date: May 23, 2011

**BUY AMERICA CERTIFICATION**

**Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.**

*Instructions:*

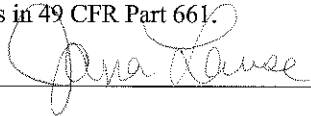
*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

***Certificate of Compliance***

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature \_\_\_\_\_



Company Name Insituform Technologies USA, Inc.

Title Jana Lause, Contracting & Attesting Officer

Date May 23, 2011

***Certificate of Non-Compliance***

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.**

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

**Suspension or Debarment Certificate**

Village of Downers Grove

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

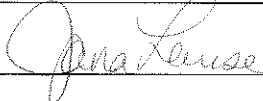
Company Name: Insituform Technologies USA, Inc.

Address: 17988 Edison Avenue

City: Chesterfield, MO Zip Code: 63005

Telephone: ( 636 ) 530-8000 Fax Number: ( 636 ) 530-8701

E-mail Address: jlause@insituform.com

Authorized Company Signature: 

Print Signature Name: Jana Lause Title of Official: Contracting & Attesting Officer

Date: May 23, 2011

**CAMPAIGN DISCLOSURE CERTIFICATE**

Village of Downers Grove

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

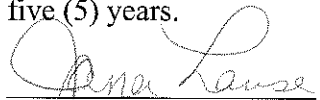
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

Jana Lause, Contracting & Attesting Officer  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability  
For the Letting of \_\_\_\_\_**

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	See Attached					
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
<b>Totals</b>						

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

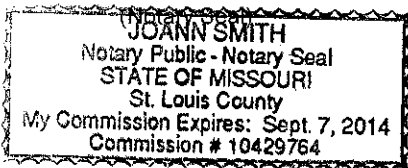
this 23 day of May, 2011. Type or Print Name Jana Lause, Contracting & Attesting Officer  
Officer or Director Title

Joann Smith  
 Notary Public  
 My commission expires 9-7-2014

Signed Jana Lause

Company Insituform Technologies USA, Inc.

Address 17988 Edison Avenue  
Chesterfield, MO 63005



**Contracts On Hand**

Job #	Customer Name	\$\$\$'s In (000s)	Estimated Completion
121295	Performance Pipelining	\$ 548	Jun-11
	P.O. Box 2396		
	1551 West Norris Dr.		
	Ottawa, IL 61350		
	Shaun Flanery (815) 433-0080		
121345	Citgo Petroleum Corporation	\$ 176	Jul-11
	135th St. & New Avenue		
	Accts. Payable Dept.		
	Lemont, IL: 9/17/2010		
121352	Lake County DPW	\$ 163	Q2 2011
	650 Winchester Road		
	Libertyville, IL 60049		
	Gary I. Reis (847) 377-2992		
121353	Capitol Cement Company	\$ 194	Q3 2011
	6231 North Pulaski Rd.		
	Chicago, IL 60646		
	David Slonim (773) 478-2200		
121356	City of Elmhurst	\$ 825	Q2 2011
	209 North York St.		
	Elmhurst, IL 60126-2759		
	Erin K. Van De Walle (630) 530-3020		
121354	City of Wheaton	\$ 890	Oct-11
	303 W Wesley Street Box 727		
	Wheaton, IL 60189-0727		
	Joan Schouten (630) 260-2000		
121356	City of Elmhurst	\$ 825	Jun-11
	209 North York St.		
	Elmhurst, IL 60126-2759		
	Erin K. Van De Walle (630) 530-3020		
121361	Pirtano Construction Company	\$ 69	Q3 2011
	1766 Armitage Court		
	Addison, IL 60101		
	Mike Piraino (630) 932-1810		
121363	Village of Glencoe	\$ 130	Q2 2011
	675 Village Court		
	Glencoe, IL 60022		
	David C. Mau (847) 835-4111		
121366	City of Blue Island	\$ 58	5/30/2011
	C/O Robinson Engineering, LTD.		
	10045 W. Lincoln Hwy., PO Box 1267		
	Frankfort, IL 60423-1267		
	Melissa Huge (815) 806-0300		
121367	City of Blue Island	\$ 38	5/30/2011
	C/O Robinson Engineering, LTD.		
	10045 W. Lincoln Hwy., PO Box 1267		
	Frankfort, IL 60423-1267		
	Melissa Huge (815) 806-0300		

**Contracts On Hand**

121368	Village of Romeoville	\$ 927	8/20/2011
	C/O Robinson Engineering		
	10045 West Lincoln Highway		
	Frankfort, IL 60423		
	Melissa Hugel (815) 806-0300		
121369	Village of Carpentersville	\$ 23	Q3 2011
	1200 L.W. Besinger Drive		
	Carpentersville, IL 60110		
	Bob Cole (847) 836-2464		
121370	Village of North Aurora	\$ 110	Q3 2011
	C/O Rempe, Sharp & Associates		
	324 W. State Street		
	Geneva, IL 60134		
	Dan Watson (630) 232-0827		
121371	City of Evanston	\$ 271	Q3 2011
	2100 Ridge Avenue		
	Water & Sewer Dept.		
	Evanston, IL 60201-2798		
	Jewell Jackson (847) 866-2935		
121372	Rochelle Municipal Utilities	\$ 515	Q4 2011
	C/O Fehr-Graham & Associates		
	515 Lincoln Highway		
	Rochelle, IL 61068		
	Brenda Metzger (815) 562-9087		

# J.W.TERRILL

March 22, 2011

**RE: Insituform Technologies USA, Inc.**

**Insurance, Benefits  
& Risk Management**

Suite 200  
825 Maryville Centre Drive  
Chesterfield, MO 63017

314-594-2700

[www.jwterrill.com](http://www.jwterrill.com)

To Whom It May Concern

Insituform is a valued Travelers Casualty and Surety Company of America surety customer. Travelers Casualty and Surety Company of America is one of the most financially sound insurance companies in the United States and enjoys a Best Rating of A+ with financial strength category of XV, the highest rating awarded.

Due to Insituform's reputation, technical expertise, financial strength, quality equipment and experienced labor force, J.W. Terrill, Inc. is prepared to consider performance and payment bonds for single jobs in the \$100,000,000 range with an aggregate work program of \$300,000,000. Their current bonded work backlog is \$190,000,000.

Any specific arrangement for performance and payment bonds is a matter between the contractor and their surety company. Any request to provide a bond is subject to our standard underwriting at the time of the request, including a review of acceptable bond forms, contract financing and contract terms. We look forward to the opportunity to consider providing 100% performance and payment bonds for this project after ensuring that contract terms and bond forms are mutually acceptable.

Please feel free to contact me if you have any specific questions regarding Insituform or their surety bond program.

Sincerely,



Andrew P. Thome, President  
J. W. Terrill, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/18/2011

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 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, LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Liberty Mutual Fire Insurance Company (64)	23035
		INSURER B : American Guarantee and Liab. Ins. Co.	26247
		INSURER C : Liberty Insurance Corporation (64)	42404
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES INST02 2230 CERTIFICATE NUMBER: 11276075 REVISION NUMBER: XXXXXXXX

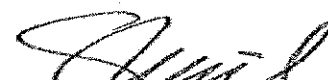
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	N	TB2-641-004218-030	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 2,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BROAD FORM PD/CONTRACTUAL PER PROJECT AGG. CAP \$20M			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Independent Contractor						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> XCU						GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY	Y	N	AS2-641-004218-020	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	N	AUC3818508-09	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N	WA7-64D-009004-440 WC7-641-004218-010 (WI & OR)	7/1/2010 7/1/2010	7/1/2011 7/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N/A				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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: FOR BIDDING PURPOSES ONLY - STORM SEWER REHABILITATION PROJECT - PROSPECT, LINCOLN TO CHICAGO, BID NO. (SW-058). VILLAGE OF DOWNERS GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED UNDER GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS WHERE APPLICABLE BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. \*\*SEE ATTACHED ENDORSEMENTS\*\*

## CERTIFICATE HOLDER

## CANCELLATION See Attachment

<b>11276075</b> VILLAGE OF DOWNERS GROVE 5101 WALNUT AVENUE DOWNERS GROVE IL 60515-4074	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  

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION AND NON-RENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
GARAGE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MOTOR TRUCK CARGO COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRINTERS LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK  
WAREHOUSEMAN'S LEGAL LIABILITY COVERAGE PART

We will not cancel or non-renew this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation or reduction has been mailed or delivered to those scheduled below at least

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- b) 60 days before the effective date of the cancellation or reduction if we cancel or reduce the insurance afforded by this policy for any other reason.

<u>NAME</u>	<u>ADDRESS</u>
Insituform Technologies, Inc. Certificate Holders where required by written contract	702 Spirit 40 Park Drive Chesterfield, MO 63006

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$  
Effective Date 7/1/10      Expiration Date 7/1/11  
For attachment to Policy No. TB2-641-004218-030  
Audit Basis

Issued To Insituform Technologies, Inc. and as per Endorsement #1

  
SECRETARY

  
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

Policy Number: AS2-641-004218-020  
Issued by: LIBERTY MUTUAL FIRE INSURANCE COMPANY

Endorsement Number: 99  
Endorsement Effective Date: 07/01/2010

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We will not cancel this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation or reduction has been mailed or delivered to those listed in the schedule below at least;

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- b) 60 days before the effective date of the cancellation or reduction if we cancel or reduce the insurance afforded by this policy for any other reason.

**NAME**  
Insituform Technologies, Inc. and its  
certificate holders where required by  
written contract

**ADDRESS**  
17988 Edison Avenue  
Chesterfield, MO 63005-1026

Endorsement # 29  
 U-UMB-697-A CW (05/10)

# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 3818508 09	07/01/2010	07/01/2011	07/01/2010	33013000	---	---

**Named Insured and Mailing Address:**

INSITUFORM TECHNOLOGIES, INC.  
 17988 EDISON AVENUE  
 CHESTERFIELD, MO 63065

**Producer:**

LOCKTON INSURANCE AGENCY OF ST. LOUIS, INC.  
 3 CITYPLACE DR STE 900  
 SAINT LOUIS, MO 63141-7088

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

The following is added to **SECTION VI. CONDITIONS:**

**Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance**

- a. If we cancel or non-renew this policy by written notice to the first **named insured** for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  - (1) To the name and address corresponding to each person or organization shown in the **SCHEDULE** below; and
  - (2) At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first **named insured**, or the longer number of days notice if indicated in the **SCHEDULE** below.
- b. If we cancel this policy by written notice to the first **named insured** for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the **SCHEDULE** below at least 10 days prior to the effective date of such cancellation.
- c. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
  - (1) To the name and address corresponding to each person or organization shown in the Schedule below; and
  - (2) At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- d. If notice as described in Paragraphs a., b. or c. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Per provided schedule on file with company	60 days except 10 days for nonpayment of premium

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

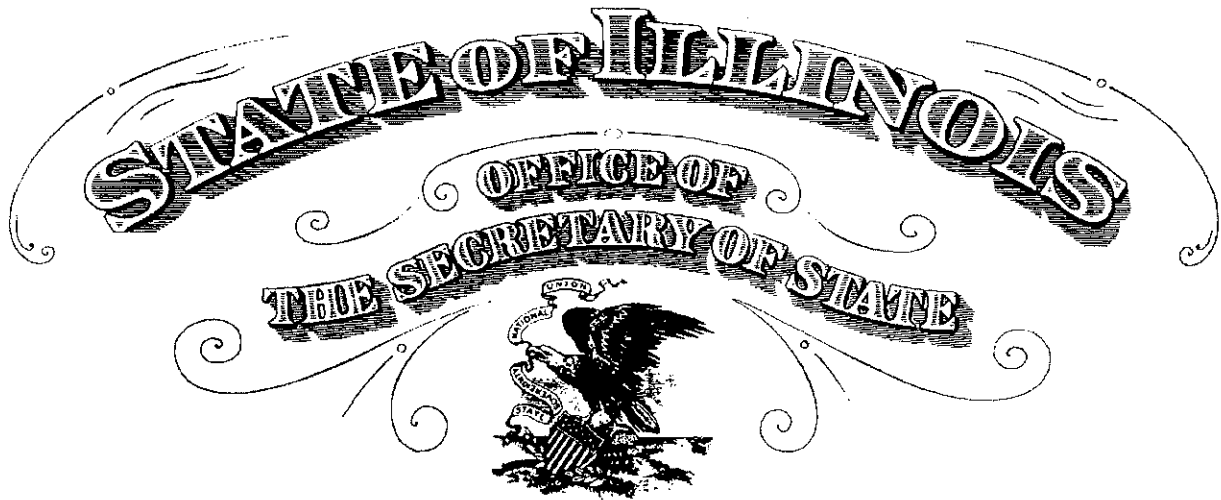
U-UMB-200-A CW (7/99)  
 Page 1 of 2

Signed by: \_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_ Date

U-UMB-200-A CW (7/99)  
 Page 2 of 2

File Number 6008-750-4



*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

INSITUFORM TECHNOLOGIES USA, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 14, 1998, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 0919701502

Authenticate at: <http://www.cyberdriveillinois.com>

*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of JULY A.D. 2009*

*Jesse White*

SECRETARY OF STATE

INSITUFORM TECHNOLOGIES USA, INC.

Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies USA, Inc., a Delaware corporation (the "Corporation"), hereby certifies that:

1. The following is a true and correct excerpt from the By-laws of the Corporation:

*Chief Executive Officer Appointments.* The Chief Executive Officer may from time to time appoint such officers of operating divisions, and such contracting and attesting officers, of the Corporation as the Chief Executive Officer may deem proper, who shall have such authority, subject to the control of the Board, as the Chief Executive Officer may from time to time prescribe.

2. The Chief Executive Officer of the Corporation has, pursuant to the above authority, duly appointed H. Douglas Thomas as Vice President, Lynn E. Osborn, Vice President, Joann Smith, Assistant Secretary, Denise L. Carroll, Assistant Secretary and Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Corporation. Each of the foregoing have been fully authorized and empowered by the Chief Executive Officer of the Corporation: "(i) to certify and to attest the signature of any officer of the Corporation, (ii) to enter into and to bind the Corporation to perform pipeline rehabilitation activities of the Corporation and all matters related thereto, including the maintenance of one or more offices and facilities of the Corporation, (iii) to execute and to deliver documents on behalf of the Corporation and (iv) to take such other action as is or may be necessary and appropriate to carry out the projects, activities and work of the Corporation."

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary, this 7th day of February, 2011.

INSITUFORM TECHNOLOGIES USA, INC.

By: April A. Greer  
April A. Greer  
Assistant Secretary

**BID SUBMITTAL CHECKLIST**

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1.  Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2.  Cover sheet filled-in
3.  Bid Form copies filled-in. All copies must have original signatures and seals on them.
4.  Bid Bond or cashier's check enclosed with bid package.
5.  Schedule of Prices completed. Check your math!
6.  Bidder Certifications signed and sealed.
7.  Letter from Surety ensuring issuance of Performance and Labor Bonds.
8.  Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9.  Municipal Reference List completed.
10.  Vendor request form W-9 completed.
11.  Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

**VILLAGE OF DOWNERS GROVE**  
**DEPARTMENT OF PUBLIC WORKS**

**ADDENDUM NO. 1**

**FOR**

**Storm Sewer Rehabilitation Project – Prospect, Lincoln to  
Chicago**

**BID # SW-058, CFB-0-30-2011/TT**

**MAY 18, 2011**

ITEM AND DESCRIPTION:

1. **REPLACE** – page 27 of bid document with attached page 27.  
Note: Revised Basis Design specification to Fully Deteriorated, revised the Ovality Circumference to 8%.
2. **REPLACE** – page 28 of bid document with attached page 28.  
Note: Shape to match existing pipe prior to insertion - Maximum 10% out-of-round.
3. **CLARIFICATION** – At least one point repair has been identified at approximately 248 feet between MH2 & MH1. Each point repair shall be minimum of 10 feet in length.

**End of Addendum No. 1**  
**MAY 18, 2011**

**VILLAGE OF DOWNERS GROVE  
DEPARTMENT OF PUBLIC WORKS**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

**PLEASE INCLUDE WITH BID DOCUMENTS**

**BID: Storm Sewer Rehabilitation Project – Prospect, Lincoln to  
Chicago**

**BID NUMBER: SW-058**

**BID OPENING: MAY 23, 2011, 11:00 a.m.**

**ADDENDUM NO.: 1**

**BIDDER: INSETUFORM**

**ADDRESS: 12897 MAIN ST LEMONT, IL 60439**

**RECEIVED BY: KEVIN COBURN  
(NAME)**

**[Signature]  
(SIGNATURE)**

**DATE: 5/22/11**

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**INSITUFORM TECHNOLOGIES USA, INC.**

**17988 EDISON AVENUE CHESTERFIELD, MO 63005**

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

**ONE TOWER SQUARE HARTFORD, CT 06183**

a corporation duly organized under the laws of the State of CT as Surety, hereinafter called the Surety, are held and firmly bound unto

**VILLAGE OF DOWNERS GROVE**

**5101 WALNUT AVENUE DOWNERS GROVE, IL 60515-4074**

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid**-----Dollars (**\$ 10% of Amount Bid**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Storm Sewer Rehabilitation Project - Prospect, Lincoln to Chicago (SW-058)**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **23rd** day of **May, 2011**

A handwritten signature in cursive script, likely belonging to the witness Debra A. Woodard.

(Witness)

**INSITUFORM TECHNOLOGIES USA, INC.**

(Principal)  (Seal)

(Title)

**Jana Lause**  
Contracting & Auditing Officer

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

(Surety)  (Seal)

(Title) **Salena Wood, Attorney-In-Fact**

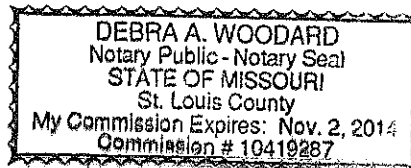
State of Missouri  
County of St. Louis

On 5/23/2011 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Salena Wood 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.



My Commission Expires \_\_\_\_\_

A handwritten signature in cursive script that reads "Debra A. Woodard".

\_\_\_\_\_  
**Debra A. Woodard, Notary Public**



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. 222735

Certificate No. 003946695

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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. Dragoy, Justine P. Weber, Kristan L. Lucas, Peter J. Mohs, Helen A. Antoine, and Salena Wood

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 27th day of October, 2010.

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: George W. Thompson, Senior Vice President

On this the 27th day of October, 2010, before me personally appeared George W. Thompson, 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, 2011.



Marie C. Tetreault, Notary Public

Village of Downers Grove

**V. BID and CONTRACT FORM (Village)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

Insituform Technologies USA, Inc.

Company Name

17988 Edison Avenue

Street Address of Company

Chesterfield, MO 63005

City, State, Zip

636-530-8000

Business Phone

636-530-8701

Business Fax

May 23, 2011

Date

jlause@insituform.com

E-mail Address

Jana Lause

Contact Name (Print)

(630) 780-9693

24-Hour Telephone

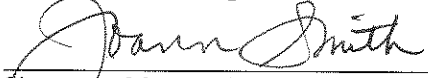


Signature of Officer, Partner or Sole Proprietor

Jana Lause, Contracting & Attesting Officer

Print Name & Title

ATTEST: if a Corporation



Signature of Corporation Secretary

Joann Smith, Assistant Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 30 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**V. BID and CONTRACT FORM (Contractor)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

Insituform Technologies USA, Inc.  
Company Name

May 23, 2011  
Date

17988 Edison Avenue

jlause@insituform.com

Street Address of Company  
Chesterfield, MO 63005

E-mail Address  
Jana Lause

City, State, Zip

Contact Name (Print)

636-530-8000

(630) 780-9693

Business Phone

24-Hour Telephone

636-530-8701



Business Fax

Signature of Officer, Partner or Sole Proprietor

**ATTEST: if a Corporation**

Jana Lause, Contracting & Attesting Officer  
**Print Name & Title**



Signature of Corporation Secretary  
Joann Smith, Assistant Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 30 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: Insituform Technologies USA, Inc.

Address: 17988 Edison Avenue

City: Chesterfield, MO Zip Code: 63005

Telephone: ( 636 ) 530-8000 Fax Number: ( 636 ) 530-8701

E-mail Address: jlause@insituform.com

Authorized Company Signature: 

Print Signature Name: Jana Lause Title of Official: Contracting & Attesting Officer

Date: May 23, 2011

**CAMPAIGN DISCLOSURE CERTIFICATE**

Village of Downers Grove

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.


The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

Jana Lause, Contracting & Attesting Officer  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

