

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. _____

Contract No. Piggyback cooperative with Manatee County – 08-1033FL

Project Name Sanitary Sewer Line Repairs

THIS AGREEMENT (the "Agreement") is made and entered into this 4th day of February, 2009, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Insituform Technologies, Inc., a Delaware corporation, 17988 Edison Avenue, Chesterfield, MO 63005, (the "CONTRACTOR").

WITNES S:

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

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

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

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

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as sanitary sewer line repairs, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

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

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

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

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services

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

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

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

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

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

ARTICLE TWO CITY'S RESPONSIBILITIES

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

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

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

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be for a period starting February 4, 2009 through September 30, 2009. Time is of the essence with respect to the performance of this Agreement.

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

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

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

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$400,000.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit**

B and made a part of this Agreement.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

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

**ARTICLE SIX
INDEMNIFICATION**

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

**ARTICLE SEVEN
INSURANCE**

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

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

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

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

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section,

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

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

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

ARTICLE ELEVEN CONFLICT OF INTEREST

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

ARTICLE TWELVE MODIFICATION

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

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

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

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

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

Insituform Technologies, Inc.
17988 Edison Avenue
Chesterfield, MO 63005
Attn: H. Douglas Thomas

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

ARTICLE FOURTEEN
MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

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

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

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

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

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

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit “D”**.

ARTICLE FIFTEEN
APPLICABLE LAW

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

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONTRACTOR:
Insituform Technologies, Inc.
A Delaware Corporation

By: _____
Its _____

Witness

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [or in Exhibit A-1 through A-], attached and made part of this Exhibit A.

ATTACHMENT "D"
PRICING FORM (revised as of 5/14/08)

SANITARY SEWER LINE / MANHOLE INSPECTION & REHABILITATION

A. Sewer Line Cleaning and Inspection

1. Sewer Line Cleaning

a.	Mobilization		1125 ⁰⁰ lump sum
b.	Traffic Control (per day)		225 ⁰⁰ lump sum
c.	Traffic Control (per week)		1125 ⁰⁰ lump sum
d.	Light Cleaning	6" to 12" Diameter	2 ⁰⁰ per lf
		14" to 18" Diameter	3 ⁰⁰ per lf
		20" to 24" Diameter	3 ⁵⁰ per lf
		27" to 42" Diameter	4 ⁵⁰ per lf
e.	Medium Cleaning	6" to 12" Diameter	3 ²⁵ per lf
		14" to 18" Diameter	4 ⁰⁰ per lf
		20" to 24" Diameter	5 ⁰⁰ per lf
		27" to 42" Diameter	8 ⁰⁰ per lf
f.	Heavy Cleaning	6" to 12" Diameter	3 ⁴⁰ per lf
		14" to 18" Diameter	5 ⁰⁰ per lf
		20" to 24" Diameter	5 ⁵⁰ per lf
		27" to 42" Diameter	9 ⁰⁰ per lf
g.	Root Removal	6" to 12" Diameter	2 ⁸⁰ per lf
		14" to 18" Diameter	2 ⁸⁰ per lf
		20" to 24" Diameter	3 ⁰⁰ per lf
		27" to 42" Diameter	5 ⁰⁰ per lf
h.	Tuberculation	6" to 12" Diameter	20 ⁰⁰ per lf
		14" to 18" Diameter	26 ⁰⁰ per lf
		20" to 24" Diameter	30 ⁰⁰ per lf
		27" to 42" Diameter	36 ⁰⁰ per lf

2. By-Pass Pumping

a.	8" - 36" Diameters		
		8" Sewer Flow	N/P per lf
		10" Sewer Flow	N/P per lf

12" Sewer Flow	<u>N/P</u> per lf
15" Sewer Flow	<u>N/P</u> per lf
18" Sewer Flow	<u>N/P</u> per lf
20" Sewer Flow	<u>N/P</u> per lf
24" Sewer Flow	<u>N/P</u> per lf
30" Sewer Flow	<u>N/P</u> per lf
36" Sewer Flow	<u>N/P</u> per lf

b. Pump Set-Up

4" Pump	<u>N/P</u> per ea
6" Pump	<u>N/P</u> per ea
8" Pump	<u>N/P</u> per ea
10" Pump	<u>N/P</u> per ea
12" Pump	<u>N/P</u> per ea

3. Pump Operation (per hour per pump)

4" Pump	<u>N/P</u> per hour
6" Pump	<u>N/P</u> per hour
8" Pump	<u>N/P</u> per hour
10" Pump	<u>N/P</u> per hour
12" Pump	<u>N/P</u> per hour

4. TV Inspection - Sewer Lateral

a. Lateral Inspection 0' to 30'	<u>60⁰⁰</u> per each
b. Additional Lateral Inspection > 30'	<u>110</u> per lf

5. TV Pipe Inspection (< 10,000 lf)

a. Mobilization	<u>1125⁰⁰</u> lump sum
b. Traffic Control (per day)	<u>250⁰⁰</u> lump sum
c. Traffic Control (per week)	<u>1125⁰⁰</u> lump sum
d. 6" to 12" Diameter	<u>.90</u> per lf
e. 14" to 18" Diameter	<u>1.50</u> per lf
f. 20" to 24" Diameter	<u>1.60</u> per lf
g. 27" to 42" Diameter	<u>2.50</u> per lf

6. TV Pipe Inspection (> 10,000 lf)

a. Mobilization	<u>500⁰⁰</u> lump sum
b. Traffic Control (per day)	<u>275⁰⁰</u> lump sum
c. Traffic Control (per week)	<u>1125⁰⁰</u> lump sum

d.	6" to 12" Diameter	<u>.80</u> per lf
e.	14" to 18" Diameter	<u>1.10</u> per lf
f.	20" to 24" Diameter	<u>1.20</u> per lf
g.	27" to 42" Diameter	<u>2.20</u> per lf
7.	Manhole Inspection	<u>60⁰⁰</u> per each
8.	Smoke Testing	<u>.60</u> per lf
9.	Additional Set-Up	<u>300⁰⁰</u> lump sum

B. Explanation of Terms

1. The rates proposed in Section A-1 and A-2 are quoted on a per foot basis linear foot basis, with the exception of mobilization which is to be proposed as a lump sum.
2. The rates proposed in Section A-3 are to be proposed on a hourly basis.
3. The rates proposed in Section A-4 are to be proposed on an each basis, with the exception of additional lateral inspection which is to be proposed on a linear foot basis.
4. The rates proposed in Section A-5 refer to quantities of less than 10,000 linear feet and are to be proposed on a per linear foot basis, with the exception of mobilization and traffic control which is to be proposed on a lump sum basis..
5. Section A-6 rates applies to quantities greater than 10,000 linear feet.
6. Mobilization refers to the travel charges incurred in transporting equipment and personnel to or from the jobsite to the nearest base of operation.
7. TV Inspection refers to the televised inspection of the pipe interior using remote controlled video equipment. Payment is by the linear feet of travel within the pipe. TV inspection does not include any cleaning except for the use of water jet or camera transport. The unit price varies according to the pipe diameter. Written inspection reports and video are required for each TV inspection performed.
8. Additional Set Up refers to the charge for the termination of the TV Inspection in a section of pipe due to a blockage, and the re-entry of the camera from the opposite direction. The feet actually televised would be charged in addition to Set Up.
9. Lateral Inspection refers to televised inspection of a service connection via an existing clean-out. Payment is a lump sum for footage up to 30 linear foot. Additional footage would be charged at the applicable rate for as stated in 4.b.

10. Manhole inspection refers to the televised inspection of the manhole interior, noting any deficiencies.
11. Smoke testing refers to the introduction of a smoke producing device into a section of pipe for the purpose of determining sources of exfiltration or cross-connections.
12. Light Cleaning refers to the removal of 1/4 diameter or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.
13. Medium Cleaning refers to the removal of 1/4 to 1/2 diameter of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.
14. Heavy Cleaning refers to the removal of greater than 1/2 diameter of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.

C. Sanitary Sewer Line Rehabilitation - Method I

1. Trenchless Pipe Reconstruction System - CIPP (Cured-In-Place-Pipe)
 - a. Sanitary Sewer Mains 8" Diameter
6.0 mm Normal Thickness (.236) 21⁰⁰ per lf
 - b. Sanitary Sewer Mains 10" Diameter
6.0 mm Normal Thickness (.236) 25⁰⁰ per lf
7.5 mm Normal Thickness (.295) 26⁰⁰ per lf
 - c. Sanitary Sewer Mains 12" Diameter
6.0 mm Normal Thickness (.236) 27⁰⁰ per lf
7.5 mm Normal Thickness (.295) 31⁰⁰ per lf
 - d. Sanitary Sewer Mains 15" Diameter
6.0 mm Normal Thickness (.236) 32⁰⁰ per lf
7.5 mm Normal Thickness (.295) 40⁰⁰ per lf
9.0 mm Normal Thickness (.354) 42⁰⁰ per lf
 - e. Sanitary Sewer Mains 18" Diameter
6.0 mm Normal Thickness (.236) 38⁰⁰ per lf
7.5 mm Normal Thickness (.295) 42⁰⁰ per lf
9.0 mm Normal Thickness (.354) 53⁰⁰ per lf
10.5mm Normal Thickness (.413) 57⁰⁰ per lf

f.	Sanitary Sewer Mains	21" Diameter	
	6.0 mm Normal Thickness (.236)		<u>50⁰⁰</u> per lf
	7.5 mm Normal Thickness (.295)		<u>56⁰⁰</u> per lf
	9.0 mm Normal Thickness (.354)		<u>59⁰⁰</u> per lf
	10.5mm Normal Thickness (.413)		<u>65⁰⁰</u> per lf
	12.0mm Normal Thickness (.472)		<u>69⁰⁰</u> per lf
g.	Sanitary Sewer Mains	24" Diameter	
	9.0 mm Normal Thickness (.354)		<u>69⁰⁰</u> per lf
	10.5mm Normal Thickness (.413)		<u>72⁰⁰</u> per lf
	12.0mm Normal Thickness (.472)		<u>76⁰⁰</u> per lf
	13.5mm Normal Thickness (.531)		<u>81⁰⁰</u> per lf
	15.0mm Normal Thickness (.591)		<u>87⁰⁰</u> per lf
h.	Sanitary Sewer Mains	27" Diameter	
	9.0 mm Normal Thickness (.354)		<u>74⁰⁰</u> per lf
	10.5mm Normal Thickness (.413)		<u>82⁰⁰</u> per lf
	12.0mm Normal Thickness (.472)		<u>87⁰⁰</u> per lf
	13.5mm Normal Thickness (.531)		<u>93⁰⁰</u> per lf
	15.0mm Normal Thickness (.591)		<u>98⁰⁰</u> per lf
i.	Sanitary Sewer Mains	30" Diameter	
	9.0 mm Normal Thickness (.354)		<u>84⁰⁰</u> per lf
	10.5mm Normal Thickness (.413)		<u>89⁰⁰</u> per lf
	12.0mm Normal Thickness (.472)		<u>91⁰⁰</u> per lf
	13.5mm Normal Thickness (.531)		<u>97⁰⁰</u> per lf
	15.0mm Normal Thickness (.591)		<u>104⁰⁰</u> per lf
j.	Sanitary Sewer Mains	36" Diameter	
	10.5mm Normal Thickness (.413)		<u>90⁰⁰</u> per lf
	12.0mm Normal Thickness (.472)		<u>100⁰⁰</u> per lf
	13.3mm Normal Thickness (.531)		<u>110⁰⁰</u> per lf
	15.0mm Normal Thickness (.591)		<u>118⁰⁰</u> per lf
	16.5mm Normal Thickness (.650)		<u>126⁰⁰</u> per lf
	18.0mm Normal Thickness (.709)		<u>134⁰⁰</u> per lf

2. Ancillary Services

a.	By-Passing Pumping	8" - 36" Diameters	
	8" Sewer Flow		<u>1.25</u> per lf
	10" Sewer Flow		<u>1.25</u> per lf
	12" Sewer Flow		<u>2.50</u> per lf
	15" Sewer Flow		<u>4.40</u> per lf

	18" Sewer Flow	<u>7⁰⁰</u> per lf
	20" Sewer Flow	<u>11⁵⁰</u> per lf
	24" Sewer Flow	<u>15⁵⁰</u> per lf
	30" Sewer Flow	<u>25⁰⁰</u> per lf
	36" Sewer Flow	<u>30⁰⁰</u> per lf
b.	By-Passing Pumping	
	Pump Set Up	
	4" Pump	<u>500⁰⁰</u> per ea
	6" Pump	<u>600⁰⁰</u> per ea
	8" Pump	<u>700⁰⁰</u> per ea
	10" Pump	<u>800⁰⁰</u> per ea
	12" Pump	<u>1000⁰⁰</u> per ea
	Tanker Tank	<u>250⁰⁰</u> per load
c.	Pump Operation (per hour per pump)	
	4" Pump	<u>NIP</u> per hour
	6" Pump	<u>NIP</u> per hour
	8" Pump	<u>NIP</u> per hour
	10" Pump	<u>NIP</u> per hour
	12" Pump	<u>NIP</u> per hour
d.	Mobilization	<u>3900⁰⁰</u> lump sum
e.	Standard Service Reconnection	<u>220⁰⁰</u> per ea
f.	Trenchless Lateral Reconstruction System	
	Service Reconstruction up to 30 Linear Feet	<u>3000⁰⁰</u> per ea
	Additional Footage	<u>80⁰⁰</u> per lf
	Additional for Stack Service	<u>400⁰⁰</u> per ea
	Clean-Out Installation, grassed area	<u>1000⁰⁰</u> per ea
	Service with Pressure Grouting	<u>280⁰⁰</u> per ea
	Mainline-Clean-Out Installation Grass Area	<u>2240⁰⁰</u> per ea
	Mainline-Rd. Clean-Out Installation Road Area	<u>2800⁰⁰</u> per ea
g.	Easement access, additional	
	<= 12" diameter	<u>4.70</u> per lf
	> 12" diameter	<u>7.80</u> per lf
h.	Blind Shot	
	Set Up	<u>2500⁰⁰</u> per ea

- i. Traffic Control
 - Flagman, each $\frac{32^{00}}{60}$ per hr
 - Arrow Board, each $\frac{225^{00}}{24}$ per day
 - Barricades, each $\frac{2^{00}}{24}$ per day
 - Lane Dividers, each $\frac{28^{00}}{24}$ per day
- j. Wellpointing / Dewatering $\frac{2240^{00}}{24}$ lump sum

D. Sanitary Sewer Line Rehabilitation - Method 2

1. Trenchless Pipe Reconstruction System - HDPE (High-Density-Polyethylene)

- a. Sanitary Sewer Mains 8" Diameter
 - SDR 32.5 Normal Thickness (.268) $\frac{NIP}{24}$ per lf
 - SDR 26 Normal Thickness (.332) $\frac{NIP}{24}$ per lf
 - SDR 24 Normal Thickness (.359) $\frac{NIP}{24}$ per lf
- b. Sanitary Sewer Mains 10" Diameter
 - SDR 32.5 Normal Thickness (.321) $\frac{NIP}{24}$ per lf
 - SDR 26 Normal Thickness (.413) $\frac{NIP}{24}$ per lf
 - SDR 24 Normal Thickness (.448) $\frac{NIP}{24}$ per lf
- c. Sanitary Sewer Mains 12" Diameter
 - SDR 32.5 Normal Thickness (.392) $\frac{NIP}{24}$ per lf
 - SDR 26 Normal Thickness (.490) $\frac{NIP}{24}$ per lf
 - SDR 24 Normal Thickness (.531) $\frac{NIP}{24}$ per lf
- d. Lateral Reconstruction
 - Up to 30 Linear Feet $\frac{NIP}{24}$ per each
 - Over 30 Linear Feet $\frac{NIP}{24}$ per lf
- e. Service with Pressure Grouting $\frac{NIP}{24}$ per each

2. By-Pass Pumping

- a. 8" - 36" Diameters Pipe
 - 8" Sewer Flow $\frac{NIP}{24}$ per lf
 - 10" Sewer Flow $\frac{NIP}{24}$ per lf
 - 12" Sewer Flow $\frac{NIP}{24}$ per lf
 - 15" Sewer Flow $\frac{NIP}{24}$ per lf
 - 18" Sewer Flow $\frac{NIP}{24}$ per lf
 - 20" Sewer Flow $\frac{NIP}{24}$ per lf
 - 24" Sewer Flow $\frac{NIP}{24}$ per lf
 - 30" Sewer Flow $\frac{NIP}{24}$ per lf

	36" Sewer Flow	<u>N/P</u> per lf
b.	By-Passing Pumping Pump Set Up	
	4" Pump	<u>N/P</u> per ea
	6" Pump	<u>N/P</u> per ea
	8" Pump	<u>N/P</u> per ea
	10" Pump	<u>N/P</u> per ea
	12" Pump	<u>N/P</u> per ea
c.	Pump Operation (per hour per pump)	
	4" Pump	<u>N/P</u> per hour
	6" Pump	<u>N/P</u> per hour
	8" Pump	<u>N/P</u> per hour
	10" Pump	<u>N/P</u> per hour
	12" Pump	<u>N/P</u> per hour
3.	Mobilization	<u>N/P</u> lump sum
4.	Traffic Control	
	Flagman, each	<u>N/P</u> per hr
	Arrow Board, each	<u>N/P</u> per day
	Barricades, each	<u>N/P</u> per day
	Lane Dividers, each	<u>N/P</u> per day
E.	Sanitary Sewer Line Rehabilitation - Method 3	
1.	Trenchless Pipe Reconstruction - CIPP (Cured-In-Place-Pipe) Repair Sleeve	
a.	Sanitary Sewer Mains 8" Diameter 13.5mm Normal Thickness (.531)	
	3' - 5'	<u>4570⁰⁰</u> per each
	6' - 9'	<u>4785⁰⁰</u> per each
	10'-12'	<u>4970⁰⁰</u> per each
	13'-15'	<u>5160⁰⁰</u> per each
	16'-20'	<u>5700⁰⁰</u> per each
	21'-25'	<u>9900⁰⁰</u> per each
	26'-30'	<u>10500⁰⁰</u> per each
b.	Sanitary Sewer Mains 10" Diameter 13.5mm Normal Thickness (.531)	
	3' - 5'	<u>4585⁰⁰</u> per each
	6' - 9'	<u>4785⁰⁰</u> per each
	10'-12'	<u>5160⁰⁰</u> per each
	13'-15'	<u>5700⁰⁰</u> per each

	16'-20'	5700 ⁰⁰ per each
	21'-25'	9900 ⁰⁰ per each
	26'-30'	10,670 ⁰⁰ per each
c.	Sanitary Sewer Mains 12" Diameter 13.5mm Normal Thickness (.531)	
	3' - 5'	4650 ⁰⁰ per each
	6' - 9'	4970 ⁰⁰ per each
	10'-12'	5300 ⁰⁰ per each
	13'-15'	5500 ⁰⁰ per each
	16'-20'	6000 ⁰⁰ per each
	21'-25'	13,400 ⁰⁰ per each
	26'-30'	14,900 ⁰⁰ per each
d.	Sanitary Sewer Mains 15" Diameter 13.5mm Normal Thickness (.531)	
	3' - 5'	4800 ⁰⁰ per each
	6' - 9'	5225 ⁰⁰ per each
	10'-12'	5545 ⁰⁰ per each
	13'-15'	5850 ⁰⁰ per each
	16'-20'	6575 ⁰⁰ per each
	21'-25'	16,275 ⁰⁰ per each
	26'-30'	18,700 ⁰⁰ per each
e.	Sanitary Sewer Mains 18" Diameter 13.5mm Normal Thickness (.531)	
	3' - 5'	6330 ⁰⁰ per each
	6' - 9'	7560 ⁰⁰ per each
	10'-12'	8550 ⁰⁰ per each
	13'-15'	9440 ⁰⁰ per each
	16'-20'	11,500 ⁰⁰ per each
	21'-25'	17,900 ⁰⁰ per each
	26'-30'	20,675 ⁰⁰ per each
f.	Sanitary Sewer Mains 21" Diameter 13.5mm Normal Thickness (.531)	
	3' - 5'	6525 ⁰⁰ per each
	6' - 9'	8000 ⁰⁰ per each
	10'-12'	9200 ⁰⁰ per each
	13'-15'	10,200 ⁰⁰ per each
	16'-20'	12,550 ⁰⁰ per each
	21'-25'	19,800 ⁰⁰ per each
	26'-30'	23,000 ⁰⁰ per each
g.	Sanitary Sewer Mains 24" Diameter 13.5mm Normal Thickness (.531) 15.0mm Normal Thickness (.591)	
	3' - 5'	6200 ⁰⁰ per each
		NIP per each

13.5mm Normal Thickness (.531)	6' - 9'	8360 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	10'-12'	10,100 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	13'-15'	11,100 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	16'-20'	12,800 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	21'-25'	19,300 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	26'-30'	21,725 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
h. Sanitary Sewer Mains 30" Diameter		
13.5mm Normal Thickness (.531)	3' - 5'	7,200 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	6' - 9'	9,100 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	10'-12'	11,060 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	13'-15'	12,200 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	16'-20'	14,100 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	21'-25'	21,200 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
13.5mm Normal Thickness (.531)	26'-30'	23,750 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each
i. Sanitary Sewer Mains 36" Diameter		
13.5mm Normal Thickness (.531)	3' - 5'	7,200 ⁰⁰ per each
15.0mm Normal Thickness (.591)		<u>NIP</u> per each

	18.0mm Normal Thickness (.709)		<u>NIP</u> per each
	13.5mm Normal Thickness (.531)	6' - 9'	<u>9100⁰⁰</u> per each
	15.0mm Normal Thickness (.591)		<u>NIP</u> per each
	18.0mm Normal Thickness (.709)		<u>NIP</u> per each
	13.5mm Normal Thickness (.531)	10'-12'	<u>11,000⁰⁰</u> per each
	15.0mm Normal Thickness (.591)		<u>NIP</u> per each
	18.0mm Normal Thickness (.709)		<u>NIP</u> per each
	13.5mm Normal Thickness (.531)	13'-15'	<u>11,000⁰⁰</u> per each
	15.0mm Normal Thickness (.591)		<u>NIP</u> per each
	18.0mm Normal Thickness (.709)		<u>NIP</u> per each
	13.5mm Normal Thickness (.531)	16'-20'	<u>15,200⁰⁰</u> per each
	15.0mm Normal Thickness (.591)		<u>NIP</u> per each
	18.0mm Normal Thickness (.709)		<u>NIP</u> per each
	13.5mm Normal Thickness (.531)	21'-25'	<u>23,000⁰⁰</u> per each
	15.0mm Normal Thickness (.591)		<u>NIP</u> per each
	18.0mm Normal Thickness (.709)		<u>NIP</u> per each
	13.5mm Normal Thickness (.531)	26'-30'	<u>25,800⁰⁰</u> per each
	15.0mm Normal Thickness (.591)		<u>NIP</u> per each
	18.0mm Normal Thickness (.709)		<u>NIP</u> per each
j.	Lateral Reconstruction		
	Up to 30 Linear Feet		<u>3000⁰⁰</u> per each
	Over 30 Linear Feet		<u>80⁰⁰</u> per lf
k.	Service With Pressure Grouting		<u>280⁰⁰</u> per each
l.	Mobilization		<u>560⁰⁰</u> lump sum
m.	Traffic Control		
	Flagman, each		<u>25⁰⁰</u> per hr
	Arrow Board, each		<u>180⁰⁰</u> per day
	Barricades, each		<u>100⁰⁰</u> per day
	Lane Dividers, each		<u>28⁰⁰</u> per day
n.	By-Passing Pumping		
	8" Sewer Flow		<u>NIP</u> per lf
	10" Sewer Flow		<u>NIP</u> per lf
	12" Sewer Flow		<u>NIP</u> per lf

15" Sewer Flow	<u>NIP</u> per lf
18" Sewer Flow	<u>NIP</u> per lf
18" Sewer Flow	<u>NIP</u> per lf
20" Sewer Flow	<u>NIP</u> per lf
24" Sewer Flow	<u>NIP</u> per lf
30" Sewer Flow	<u>NIP</u> per lf
36" Sewer Flow	<u>NIP</u> per lf
o. By-Passing Pumping	
Pump Set Up	
4" Pump	<u>NIP</u> per ea
6" Pump	<u>NIP</u> per ea
8" Pump	<u>NIP</u> per ea
10" Pump	<u>NIP</u> per ea
12" Pump	<u>NIP</u> per ea
p. Pump Operation (per hour per pump)	
4" Pump	<u>NIP</u> per hour
6" Pump	<u>NIP</u> per hour
8" Pump	<u>NIP</u> per hour
10" Pump	<u>NIP</u> per hour
12" Pump	<u>NIP</u> per hour

F. Explanation of Terms

1. Pricing for items in Section C, D and E are based on a minimum order of \$ 10,000.
2. Trenchless Pipe Reconstruction System, Sanitary Mains, refers to the installation of a resin impregnated, cured-in-place pipe by external heat source within the existing sewer main.
3. By-Pass Pumping, refers to the bypassing of existing flows as needed during TV Inspection, cleaning or Pipe Reconstruction.
4. Mobilization refers to the travel charges incurred in transporting equipment and personnel to the jobsite from the nearest base of operations.
5. Service reconnection refers to the reinstatement of the house service connection of the sewer main after the installation of the Trenchless Pipe Reconnection System. This is accomplished from within the sewer main via a remote controlled cutting device.
6. Service Lateral Inspection and Preparation for Reconstruction refers to the reinstatement of a house service connection to the sewer main after the installation

of the Trenchless Pipe Reconstruction System. In addition the service lateral TV Inspection and the connection surface is prepared for the installation of the Trenchless Lateral Reconstruction System.

7. Trenchless Lateral Reconstruction refers to installation of a resin impregnated cured-in-place lateral within the existing lateral extending from the sewer main connection to a previously installed clean-out.
8. Service Reconstruction up to 30 Linear Feet refers to the lateral reconstruction via the above system for a base footage of 30 linear feet.
9. Additional footage refers to the additional footage of lateral reconstruction beyond the 30 linear feet included in the base price.
10. Additional for stack service refers to an additional charge incurred when reconstructing a service lateral in the stack or vertical configuration.
11. Clean-out installation refers to the installation of a lateral clean-out at a predetermined point. Price is based on installation at a shallow depth and within a grassed area.
12. Trenchless Lateral Reconstruction System is dependent upon the results of the internal inspection. Factors such as the lateral condition and alignment may prohibit the reconstruction. In this case a charge for the service lateral inspection and preparation for reconstruction will apply.
13. Easement access refers to the additional charge incurred when working within easements between property boundaries.
14. Blind shots refer to the additional charge incurred when terminating a section of Trenchless Pipe Reconstruction outside a manhole or similar structure.
15. Traffic Control refers to the additional charge incurred for placing traffic control personnel or devices in areas deemed unsafe. This does not cover the placement of standard traffic cones, which is included in the price for Trenchless Pipe Reconstruction.

G. Sanitary Manhole Rehabilitation - Method 1 (Deleted)

1. Corrosion Protection of Manholes
 - a. Mobilization 1P L.S.
 - b. Corrosion Protection

	1/4" thickness (6mm)	<u>N/P</u> per vertical foot (vf)
c.	Bench / Invert Repair	<u>N/P</u> per manhole (mh)
d.	Injection Grouting	
	Manhole Depth 0' to 5'0"	<u>N/P</u> per mh
	Manhole Depth 5'1" to 10'0"	<u>N/P</u> per mh
	Manhole Depth 10'1" to 15'0"	<u>N/P</u> per mh
	Manhole Depth 15'1" to 20'0"	<u>N/P</u> per mh
	Manhole Depth 20' and over	<u>N/P</u> per mh
e.	Vacuum Jet Cleaning	<u>N/P</u> per mh
f.	Removal of Existing Liner	<u>N/P</u> per vf

H. Sanitary Manhole Rehabilitation - Method 1 (SPRAYROG - SPRAYWALL)

1. Structural Rehabilitation of Manholes

a.	Mobilization	<u>2250⁰⁰</u> L.S.
b.	Application	
	1/2" thickness (13mm)	<u>325⁰⁰</u> per vf
	1" thickness (25mm)	<u>500⁰⁰</u> per vf
c.	Traffic Control	
	Flagman - each	<u>25⁰⁰</u> per hour
	Arrow Board - each	<u>180⁰⁰</u> per day
	Barricades - each	<u>100⁰⁰</u> per day
d.	Bench/Invert Repair	<u>465⁰⁰</u> per mh
e.	Injection Grouting	
	Manhole Depth 0' to 5'0"	<u>310⁰⁰</u> per mh
	Manhole Depth 5'1" to 10'0"	<u>510⁰⁰</u> per mh
	Manhole Depth 10'1" to 15'0"	<u>720⁰⁰</u> per mh
	Manhole Depth 15'1" to 20'0"	<u>865⁰⁰</u> per mh
	Manhole Depth 20' and over	<u>930⁰⁰</u> per mh
f.	Vacuum Jet Cleaning	<u>105⁰⁰</u> per mh

g.	Removal of Existing Liner	<u>115⁰⁰</u> per vf
h.	By-Passing Pumping	
	8" Sewer Flow	<u>.80</u> per lf
	10" Sewer Flow	<u>.80</u> per lf
	12" Sewer Flow	<u>1.70</u> per lf
	15" Sewer Flow	<u>3.10</u> per lf
	18" Sewer Flow	<u>4.50</u> per lf
	18" Sewer Flow	per lf
	20" Sewer Flow	<u>9.00</u> per lf
	24" Sewer Flow	<u>10.10</u> per lf
	30" Sewer Flow	<u>16.80</u> per lf
	36" Sewer Flow	<u>20.20</u> per lf
i.	Manhole Rim Replacement	
	1-5	<u>1345⁰⁰</u> per ea
	6-10	<u>1125⁰⁰</u> per ea
	11-20	<u>1010⁰⁰</u> per ea
	20 plus	<u>1610⁰⁰</u> per ea

I. Explanation of Terms

1. Prices shown per vertical foot (vf) are for 48" diameter manholes, for 60" diameter multiply price by 1.25. Larger diameter manholes will be priced by the square foot by dividing the vertical foot price by 12.56. This will also apply for irregular shapes.
2. Prices quoted for the above are based on a minimum order of \$10,000 for Section G, Corrosion Protection of Manhole or a minimum quantity of two (2) manholes for Section H, Structural Rehabilitation of Manholes.
3. Mobilization - travel costs incurred in transporting equipment and personnel to the jobsite from the nearest base of operation.
4. Corrosion Protection - application of based coating for protection from hydrogen sulfide attack.
5. Bench / Invert Repair - Minor repairs made to the bench and invert area of the manhole.
6. Injection Grouting - placement of grout curtain around the manhole exterior via drilled access points in the manhole wall. Grout to be used - acrylate chemical grout AC400 or Avanti AV/118.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis *[or other basis]* as follows *[or in Exhibit B-1, which is attached and made part of this Agreement]*:

SEE EXHIBIT A

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **Insituform Technologies, Inc.** (“the CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this _____ day of _____, 2009.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2009.

The Affiant, _____, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number or other identifying number.

Print Name:

NOTARY PUBLIC - STATE

OF _____

Commission Number: _____

My Commission Expires: _____

(Notary Seal)