

AN ORDINANCE approving 2011 CIPP PACKAGE #2-SMALL DIAMETER - RES. #2405-2011, W.O. #75638 between INSITUFORM TECHNOLOGIES USA INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the 2011 CIPP PACKAGE #2-SMALL DIAMETER - RES. #2405-2011, W.O. #75638 by and between INSITUFORM TECHNOLOGIES USA INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for rehabilitation of approximately 68,105 LF of small diameter (6-inch to 15-inch)_sanitary and combined sewer by means of a cured-in-place pipe method:

involving a total cost of TWO MILLION, NINETY-SIX THOUSAND, SIX HUNDRED TWELVE AND 40/100 DOLLARS - \$2,096,612.40. A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

Interoffice Memo

Date: September 21, 2011
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering / ESS
RE: 2011 CIPP Package #2- Small Diameter
Res. #2405-2011, W.O. #75638



The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: "2011 CIPP Pkg. #2-Small Diameter" as follows: Rehabilitation of approximately 68,105 LF of small diameter (6-inch to 15-inch) sanitary and combined sewer by means of a cured-in-place pipe method.

Implications of not being approved: Pipe segments being lined are in a deteriorated condition and have a great potential for pipe collapse and failure. Groundwater infiltration is also a concern in these areas. Not completing this project will add to the amount of water getting into our sewer system that then has to be treated at the Water Pollution Control Plant. Also, if a pipe section should collapse, a point repair would be required driving up the maintenance costs for the sewer utility.

If Prior Approval is being Requested, Justify: N/A

This project was advertised to contractors on July 15, 2011, July 22, 2011 in the Journal Gazette and the News Sentinel and July 20, 2011 in Front Illustrated, Inc.

The contract for Resolution # 2405-2011 awarded to Insituform Technologies USA Inc. for \$2,096,612.40 was the lowest most responsive bidder of 4 bidders and 9% below the Engineer's estimate of \$2,296,769.00. The second lowest bidder was \$293,293.10 above Insituform Technologies USA Inc.'s bid.

The cost of said project funded by 2011 SRF Bond

Council Introduction

Date: September 27, 2011

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

Work Order 75638

Resolution 2405-2011

THIS AGREEMENT is by and between the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter called OWNER) and Insituform Technologies USA Inc., hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Rehabilitation of approximately 68,105 LF of small diameter (6-inch to 15-inch) sanitary and combined sewer by means of a cured-in-place pipe method.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2011 CIPP Pkg #2- Small Diameter

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by City of Fort Wayne Water Resources Utility Engineering. Throughout these Contract Documents, the term ENGINEER is used. ENGINEER is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. OWNER will advise CONTRACTOR prior to issuance of Notice to Proceed as to who will serve as ENGINEER.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within **240** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **270** days after the date when the Contract Times commence to run.
- B. Definitions of Substantial Completion for this Work **shall consist of all specified segments shall have been cleaned, televised, the liner installed, all active laterals reinstated, and post-installation videos received by the Owner..**

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$2500** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$500** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. Not used.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General conditions.

UNIT PRICE WORK

Two Million, Ninety Six Thousand, Six Hundred Twelve Dollars and Forty Cents.

\$2,096,612.40

See Article 5 (Itemized Bid Schedule) of the Bid Form

- C. Not Used.

CONTRACTOR NAME: Insituform Technologies USA, Inc.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE - Base Bid						
ITEM #	WORK ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	00 95 00-A	Mobilization/Demobilization	1	LS	24,453. ⁰⁰	24,453. ⁰⁰
2	01 55 26-A	Maintenance of Traffic	1	LS	13,364. ⁰⁰	13,364. ⁰⁰
3	01 71 16.13-A	Video Documentation of Conditions	1	LS	10,502. ⁰⁰	10,502. ⁰⁰
4	33 01 30.73-A	6" CIPP	162	LF	31.50	5,103. ⁰⁰
5	33 01 30.73-B	8" CIPP	21057	LF	21.30	448,514. ¹⁰
6	33 01 30.73-C	10" CIPP	15643	LF	24.40	381,689. ²⁰
7	33 01 30.73-D	12" CIPP	24558	LF	29.80	731,828. ⁴⁰
8	33 01 30.73-E	15" CIPP	6685	LF	43.60	291,466. ⁰⁰
9	33 01 30.73-F	Lateral Reinstatement	1419	EA	73.30	104,012. ⁷⁰
10	33 01 30.73-G	Protruding Lateral Removal	240	EA	232.00	55,680. ⁰⁰
11	33 01 30.73-H	Manhole Locating and Raise Frame to Grade Allowance	1	LS	\$10,000.00	\$10,000.00
12	00 95 00-B	Work Allowance	1	LS	\$20,000.00	\$20,000.00
TOTAL BASE BID					\$2,096,612.40	

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. ENGINEER will process Applications for Payment as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 45 days of receipt during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the Schedule of Values established in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 95 % of Work completed (with the balance being retainage); and
 - b. 95 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- C. MBE/WBE Good Faith Deposit.
 1. The Board will retain 5% of the total owing to insure CONTRACTOR'S compliance with the MBE/WBE Rider attached to this contract. Payments to the CONTRACTOR are not to exceed 95% of the total contract amount until the OWNER has verified the CONTRACTOR has made good faith efforts to attain the MBE/WBE goal stipulated in the MBE/WBE Rider attached hereto.
- D. Escrow Agreement.
 1. If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement unless written notice is received from CONTRACTOR prior to execution of the Agreement stating that an Escrow Account is not desired. If an Escrow Account is not desired, then the Board of Public Works, in accordance with IC 36-1-12-14, shall hold the retainage and will not pay interest on the amounts of retainage that it holds.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all: (1) reports of exploration and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General conditions and (2) reports and drawings of Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
 - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
 - F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. CONTRACTOR has given DESIGN MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof provided by DESIGN MANAGER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. In connection with the performance of Work under this Contract, CONTRACTOR agrees to comply with Anti-Discrimination Under Indiana Code Chapter 5-16-6-1 and be bound by Chapter 93.036, of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. CONTRACTOR shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of the construction or upon request of the Office of Compliance.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

- 1. This Agreement (pages 00 52 00-1 to 00 52 00-08, inclusive);
- 2. M.B.E / W.B.E. Rider (pages 00 54 34-1 to 00 54 34-2, inclusively);
- 3. Escrow Account Agreement (pages 00 54 43-1 to 00 54 43-3, inclusive);
- 4. Performance Bond Form (pages 00 61 13.13-1 to 00 61 13.13-2, inclusive);
- 5. Payment Bond Form(pages 00 61 13.16-1 to 00 61 13.16-2, inclusive);
- 6. Guaranty Bond Form(pages 00 61 31-1 to 00 61 31-2, inclusive);
- 7. Federal Wage Rate Requirements (Appendix A);
- 8. General Conditions (pages 00 72 00-1 to 00 72 00-41, inclusive);
- 9. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-09, inclusive);
- 10. Specifications (as noted in the table of contents);
- 11. Addenda (numbers 1 to 1, inclusive);
- 12. Attachments to this Agreement (enumerated as follows);
 - a. CONTRACTOR's Bid Schedule (page 00 41 00-3);
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive);
- 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;

- b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Order(s)
- B. The documents listed in Paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

- A. None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement (Contract/Resolution Number **2405-2011**) in triplicate. Two counterparts have been delivered to OWNER, and one counterpart delivered to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

CONTRACTOR:

INSITUFORM TECHNOLOGIES USA, INC.

BY: _____
H. Douglas Thomas, Vice President

OWNER:

CITY OF FORT WAYNE

BY: _____
THOMAS C. HENRY, MAYOR

BOARD OF PUBLIC WORKS

BY: _____
REGINA A. KOSTOFF, CHAIR

BY: _____
JOHN SUAREZ, MEMBER

BY: _____
KUMAR MENON MEMBER

ATTEST: _____
VICTORIA GUERRERO, CLERK

ACKNOWLEDGMENT (CONTRACTOR)

STATE OF INDIANA)
MISSOURI SS:)
COUNTY OF ALLEN)
ST. LOUIS

BEFORE ME, a Notary Public, in and for said County and State, this 15 day of September, 2011, personally appeared the within named H. Douglas Thomas who under penalty of perjury says that he is the Vice President of * and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of * for the uses and purposes therein set forth.

*Insituform Technologies USA, Inc.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

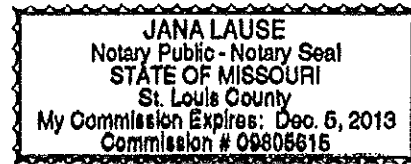
Jana Lause
Notary Public

Jana Lause, Notary Public

Printed Name of Notary

My Commission Expires:

Resident of St. Louis County



ACKNOWLEDGMENT (OWNER)

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, _____, personally appeared the within named Thomas C. Henry, Regina A. Kostoff, John Suarez, Kumar Menon and Victoria Guerrero, by me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, and Chairman, Members, and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County

M.B.E./W.B.E. RIDER
FOR FEDERALLY-FUNDED PROJECTS THROUGH THE CITY OF FORT WAYNE

THIS AGREEMENT made and entered into by and between the **CITY OF FORT WAYNE**, hereinafter referred to as **OWNER** and **Insituform Technologies USA Inc.**, hereinafter referred to as **CONTRACTOR**,

WITNESSETH:

WHEREAS, the **CONTRACTOR** is the apparent low bidder on construction project commonly referred to as the **2011 CIPP Pkg #2- Small Diameter**, which project was bid under **RESOLUTION NUMBER 2405-2011**; and

WHEREAS, **CONTRACTOR** agrees that the goal for qualified Minority-owned Business Enterprises or Women-owned Business Enterprises, hereinafter sometimes referred to as "**M.B.E.'S/W.B.E.'S**" as subcontractors on this project is **12%** of the contract amount (**5% M.B.E.** and **7% W.B.E.**);

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. **Conditional Award** - Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, **OWNER** awards the construction contract to the **CONTRACTOR**.
2. **MBE/WBE. Retainage requirements** - If the **CONTRACTOR** is in compliance with the provisions of the construction contract to which this Rider is attached, the **OWNER** will make payments for such work performed and completed. However, in any such case, the **OWNER** will retain **five percent (5%)** of the total amount owing to insure satisfactory completion of the contract and to insure **CONTRACTOR'S** compliance with this MBE/WBE Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Public Works that the **CONTRACTOR** has made a good faith effort to subcontract **12%** of the contract amount to Minority/Women business enterprises, the **CONTRACTOR** will be paid in full. In the event there is a determination that good faith compliance with this MBE/WBE Rider has not occurred, appropriate reduction in the final payment pursuant to Paragraph 6 of this MBE/WBE Rider will be made.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the **CONTRACTOR** are not to exceed **95%** of the total contract amount until the **OWNER** has verified that the **CONTRACTOR** has made good faith efforts to attain the MBE/WBE goal stipulated in this MBE/WBE Rider. Payment of the final **5%** of the total contract amount will be dependent upon good faith efforts to comply with this MBE/WBE Rider, and subject to reduction in the event of non-compliance as provided in Paragraph 6 of this MBE/WBE Rider.

3. **Request for Waiver** - If, at the time final payment application is made, **CONTRACTOR** has not attained the **12%** MBE/WBE goal, **CONTRACTOR** shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by **CONTRACTOR** to attain the **12%** MBE/WBE goal.

4. **Determination of Waiver Requests** - The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if **CONTRACTOR'S** efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
5. **Good Faith Per Se** - In any case, a **CONTRACTOR** shall be deemed to have made good faith efforts at compliance where MBE/WBE's have subcontracted for every sub-contract for which there are qualified MBE/WBE's available.
6. **Consequence of noncompliance** - In the event the Board of Public Works approves a recommendation that **CONTRACTOR** failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 5% and the percentage level met. Said amount shall be added to the City of Fort Wayne MBE/WBE Guarantee Fund and **CONTRACTOR** agrees to accept the reduced amount as full payment under the terms of his/her contract.
7. **Waiver approved** - In the event the Board of Public Works determines that a good faith effort to comply with this MBE/WBE Rider has been made, the contract shall not be reduced, and the balance owing to the **CONTRACTOR** shall be paid in full.

IN WITNESS WHEREOF, the parties have executed the MBE/WBE. Rider this _____ day of _____, 2011.

CONTRACTOR

INSITUFORM TECHNOLOGIES USA, INC.

BY: _____

H. Douglas Thomas, Vice President

BOARD OF PUBLIC WORKS

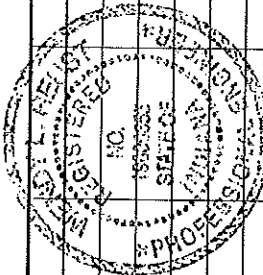
Regina A. Kostoff, Chair

John Suarez, Member

Kumar Menon, Member

ATTEST:

Victoria Guerrero, Clerk



Certified By: *Wendy Kender* 9/1/11

2011 CIPP Package #2-Small Diameter									
PROJECT:									
Resolution#:	2405-2011								
Work Order#:	75638								
Designer	Megan Carr/Mike Hicks								
Manager	Mike Kiestler								
Construction Manager	Andi Adams								
Bid Date: (Quote Date)	August 19, 2011								
Funding:	2011 Sewer Bond								

CITY OF FORT WAYNE, INDIANA

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTERESTS;**
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Section 1 below.

Section 1. Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5% ☒ Parent - Insituform Technologies, Inc.
- (ii) Distributable income share exceeding 5% ☐
- (iii) Not Applicable (If N/A, go to Section 3) ☐

Name: See Attached

Name: _____

Address: _____

Address: _____

- b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship ☐ stock ☒ partnership interest ☐ units (LLC) ☐ other (explain) _____

- c. For each individual listed in Section 1a., show the dollar value and percentage of ownership interest in Vendor (or its parent): dollar value: \$ _____ ownership interest: _____ % See Attached

Section 2. Disclosure of Potential Conflicts of Interest

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services.

Yes _____ No. ☒

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes _____ No. x
- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes _____ No. x
- d. Relationship to Member of Immediate Family holding appointive City office currently or in the the previous 3 years Yes _____ No x

Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes x No _____
- b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).
Work is complete on all. Paperwork is being finalized.
 CIPP 2010 Small Diameter, Pkg 3. Res.#2316-2010, WO#75450
 Medium Diameter CIPP 2010, Res.#2366-2010, WO#75549
 Rothman Area CIPP I/I Removal, Res.#2307-2010, WO#75472
- c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No. x

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

Section 4. CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government;

- e. Vendor has read, understands and shall comply with the applicable requirements of the City of Fort Wayne, Indiana Ethics Ordinance; and
- f. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Insituform Technologies USA, Inc.

(Name of Vendor)

17988 Edison Avenue, Chesterfield, MO 63005

Address

(636) 530-8000

Telephone

dthomas@insituform.com

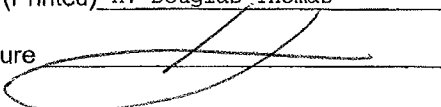
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) H. Douglas Thomas

Title Vice President

Signature



Date August 17, 2011

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION WILL RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.