

**VILLAGE OF LOMBARD  
CONTRACT**

CONTRACT DOCUMENT NUMBER **RFB #2016-103**

This agreement is made this 21 day of April, 2016, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Insituform Technologies USA, LLC (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

Scope of work includes approximately 1,670 linear feet of sewer lining in various sizes ranging from 8" – 24" in diameter of cured-in-place pipe (CIPP) lining. Approximately 40 re-instatements of service laterals.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - b. Contract Document Number RFB # 2016-103 for 2016 Sewer Lining, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RFB # 2016-103 - Legal Notice
    - iv) Schedule of Prices (Village of Lombard)
    - v) General Terms and Conditions
    - vi) Labor Statutes
    - vii) 2016 Municipal Partnering Initiative Summary of Work
    - viii) Project Special Provisions
    - ix) Addendum # 1
    - x) Appendix A – Additional Government Agency Information
    - xi) Appendix B – Documents Returned with Bid Submission
      - Performance Reference Form
      - Disqualification of Certain Bidders Form
      - Bidder's Certification Form
      - Anti - Collusion Affidavit and Contractors' Certification Form
      - Conflict of Interest Form
      - Tax Compliance Affidavit Form
      - Sub – Contractor Information Form
    - xii) Appendix C – DuPage County Requirements
      - Manifest for Excavation Dewatering, Street Sweepings and Sewer Cleanings
      - Vaccum Truck Waste Statement of Acknowledgement
    - xiii) Appendix D – Project Locations
  - b. The Contractor's Bid Proposal Dated: 4/6/16
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
2. The Village of Lombard agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.

3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract on or before September 15, 2016.  
Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 21<sup>st</sup> day of April 2016.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

**Insituform Technologies USA, LLC**

Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation X

Accepted this 21 day of April, 2016.

By: Jana Lause  
Sign Name

Position/Title

Jana Lause  
Print Name

Contracting & Attesting Officer  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21<sup>st</sup> day of April, 2016.

Keith Giagnorio  
Keith Giagnorio, Village President

Attest:

Sharon Kuderna  
Sharon Kuderna, Village Clerk

# VILLAGE OF LOMBARD

## CONTRACT BOND

Bond No. 106506788

KNOW ALL MEN BY THESE PRESENTS, that we Insituform Technologies USA, LLC  
17988 Edison Avenue  
Chesterfield, MO 63005, a company  
organized under the laws of the State of Delaware and licensed to do business in the State of  
Illinois as Principal and Travelers Casualty and Surety Company of America  
One Tower Square, Hartford  
CT 06183, a corporation organized and existing under the laws of  
the State of Connecticut, with authority to do business in the State of Illinois, as Surety, are now held  
and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of  
Fifty Three Thousand Eight Hundred Thirty Two & No/100's dollars (\$53,832.00) lawful  
money of the United States, well and truly to be paid unto said Village for the payment of which we bind  
ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has  
entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees  
of said Village, dated April 21, 2016, for the construction of the work designated:

### FY 2016 SEWER LINING RFB No. 2016-103

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length,  
and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of  
said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or  
machinery furnished to such Principal for the purpose of performing such work, and has further agreed to  
guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has  
further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or  
sustained on account of the performance of such work during the time thereof and until such work is completed  
and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or  
corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that  
suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any  
such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this 21<sup>st</sup> day of  
APRIL, 2016.

VILLAGE OF LOMBARD

BY: [Signature]  
Village President

ATTEST:

[Signature]  
Village Clerk

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
21 day of April, 2016.

PRINCIPAL: **Insituform Technologies USA, LLC**

[Signature]

Jana Lause  
Contracting & Attesting Office

ATTEST:

[Signature]  
Whitney Schulte  
Assistant Secretary

SURETY: **Travelers Casualty and Surety  
Company of America**

BY: \_\_\_\_\_  
(Title)

BY: [Signature]  
Debra A. Woodard, Attorney in Fact

BY: \_\_\_\_\_

(SEAL)

State of Missouri  
County of St. Louis

On 5/05/2016, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Debra A. Woodard known to me to be Attorney-in-Fact of

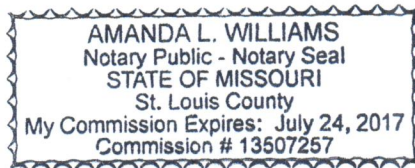
## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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.

Amanda L. Williams

Amanda L. Williams, Notary Public



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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230491

Certificate No. 006649156

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, Amanda L. Williams, and Jessica Avery

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 25th day of February, 2016.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public