

City of Fayetteville Staff Review Form

2018-0186

Legistar File ID

4/3/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

3/15/2018

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a one-year construction contract with four automatic renewal options with Insituform Technologies, LLC for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method based on unit pricing submitted in Bid 18-22. This contract will be utilized as needed through the end of calendar year 2018 and is subject to rate increases as identified in the bid document.

Budget Impact:

5400.720.5700-5815.00

Water and Sewer

Account Number

Fund

02017.2018

Sanitary Sewer Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 6,267,912.00

Funds Obligated \$ 215,705.43

Current Balance \$ 6,052,206.57

Does item have a cost? Yes

Item Cost \$ 248,501.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 5,803,705.57

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The amount is based on estimated quantities, which are subject to change based on the department's annual need.



MEETING OF APRIL 3, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: March 14, 2018

SUBJECT: Bid 18-22 - Construction, 2018 Sanitary Sewer Cured In Place Pipe (CIPP)

RECOMMENDATION:

Staff recommends approval of a one-year construction contract with four automatic renewal options with Insituform Technologies, LLC for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method based on unit pricing submitted in Bid 18-22. This contract will be utilized as needed through the end of calendar year 2018 and is subject to rate increases as identified in the bid document.

BACKGROUND:

Bid 18-22 Construction, 2018 Sanitary Sewer Cured In Place Pipe (CIPP) includes the bid for 2018 and the option for four (4) automatic annual renewals. Insituform has provided the annual CIPP contract since 2005.

The prices and rates bid by Insituform shall be firm throughout 2018. Prices and rates may only be increased or decreased for the next or subsequent contract extension period. Pricing cannot increase more than five percent (5%) of the preceding year's value. If the City and Insituform cannot agree on the extension of the contract, then the contract shall terminate at the end of the contract year, subject to the City of Fayetteville's right to unilaterally extend the contract of the same terms and conditions, for a period not to exceed four (4) months to enable the City of Fayetteville time to rebid this work.

DISCUSSION:

Public Bids were opened on March 7, 2018. Two bids were received. The low bid of \$248,501.00 was submitted by Insituform and was based off estimated quantities.

Insituform	Suncoast
\$248,501.00	\$364,574.00

The annual linear feet can fluctuate based on the need of sanitary sewer lining services each year. In 2012, a contract with Insituform had a not-to-exceed price of \$330,000.00 and annual renewal periods. In 2014 and 2016, the annual amount spent (based on unit pricing in the bid)

was \$896,728.84 and \$373,764.16, respectively. Due to the varying annual need of Insituform's services, the Utilities Department requests to use the unit pricing in the bid as needed.

The unit pricing for Insituform's bid is as follows:

Description	Unit	Unit Price
6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	\$38.00
8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	\$36.00
10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	\$36.00
12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	\$42.00
Internal Reinstatement of Service Laterals	EA	\$0.01
Standard Mobilization (within 15 working days)	EA	\$1,000.00
Emergency Mobilization (within 3 working days)	EA	\$1,000.00
Trench Safety Comply with OSHA Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart P	LS	\$500.00

BUDGET/STAFF IMPACT:

Funds are available in the Sanitary Sewer Rehabilitation project.

Attachments:

1. Certified Bid Tab
2. Bid Form
3. Agreement signed by Insituform
4. Supporting Documentation for authority to sign:
 - a. Limited Liability Company Agreement of Insituform Technologies, LLC
 - b. Action By Unanimous Written Consent of the Board of Managers of Insituform Technologies, LLC
 - c. Insituform Technologies, LLC President Appointment of Officers

Bid 18-22 2018 sanitary Sewer cast In Place Pipe CIPP

Attachments:

1. Certified Bid Tab
2. Bid Form
3. Agreement signed by Insituform
4. Supporting Documentation for authority to sign:
 - a. Limited Liability Company Agreement of Insituform Technologies, LLC
 - b. Action By Unanimous Written Consent of the Board of Managers of Insituform Technologies, LLC
 - c. Insituform Technologies, LLC President Appointment of Officers



CITY OF
FAYETTEVILLE
ARKANSAS

Construction - 2018 Sanitary Sewer Cast in Place Pipe

Bid No. 18-22
Official Bid Tabulation

Bid No. 18-22
Date: 03.07.2018
Time: 2:00 PM

Lioneld Jordan, Mayor

Certification of Funds: \$350,000.00

Max Bid Award Limit: \$437,500.00

Number of Addendums: 1

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Insituform Technologies, LLC		Suncoast Infrastructure, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	4,000	\$ 38.00	\$ 152,000.00	\$ 45.00	\$ 180,000.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	1,500	\$ 36.00	\$ 54,000.00	\$ 53.00	\$ 79,500.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	500	\$ 36.00	\$ 18,000.00	\$ 59.00	\$ 29,500.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	500	\$ 42.00	\$ 21,000.00	\$ 63.00	\$ 31,500.00
5	Internal Reinstatement of Service Laterals	EA	100	\$ 0.01	\$ 1.00	\$ 150.00	\$ 15,000.00
6	Standard Mobilization (within 15 working days)	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 5,050.00	\$ 10,100.00
7	Emergency Mobilization (within 3 working days)	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 16,384.00	\$ 16,384.00
8	Trench Safety Comply with OSHA Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart P	LS	1	\$ 500.00	\$ 500.00	\$ 2,590.00	\$ 2,590.00
TOTAL BASE BID				\$	248,501.00	\$	364,574.00

CERTIFIED:

Andrea Rennie, CPPO, CPPB, Purchasing Manager

Date

3/13/18

DOCUMENT 00400-BID FORM

Contract Name: 2018 Sanitary Sewer Cured In Place Pipe

Bid Number: 18 - 22, Construction

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, Missouri 63005

ARTICLE 1- INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2- TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.
- 2.02 This bid is for a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas. The City of Fayetteville may at the City's sole discretion choose to purchase more, less, or none of the rehabilitation, depending upon the City's needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded. This contract is generally for miscellaneous and

unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

- 2.02 The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices.

ARTICLE 3- BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>02/21/2018</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, City or Utilities and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations 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; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to

Underground Facilities at or contiguous to the Site.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. This Project is a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas. The City of Fayetteville may at the City's sole discretion choose to purchase more, less, or none of the rehabilitation, depending upon the City's needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded.
- G. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- I. Bidder has correlated the information known to Bidder, 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.
- J. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- L. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- M. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity

with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 -- Subpart P – Excavations.

ARTICLE 4- BID PRICE

Bidders are required to provide pricing for all line items.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, all bids shall be rejected and become confidential.

The total amount bid for the item of "Standard Mobilization" must not exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5% of the total, then the bid may be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s) as indicated on the UNIT PRICE BID SCHEDULE which follows:

UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	4000	\$ 38.00	\$ 152,000.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	1500	\$ 36.00	\$ 54,000.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	500	\$ 36.00	\$ 18,000.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	500	\$ 42.00	\$ 21,000.00
5	Internal Reinstatement of Service Laterals	EA	100	\$ 0.01	\$ 1.00
6	Standard Mobilization (within 15 working days)	EA	2	\$ 1,000.00	\$ 2,000.00
7	Emergency Mobilization (within 3 working days)	EA	1	\$ 1,000.00	\$ 1,000.00
8	Trench Safety Comply with OSHA Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart P	LS	1	\$ 500.00	\$ 500.00

TOTAL AMOUNT BID

\$ 248,501.00

Two hundred forty eight thousand five hundred one and 10/100

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the UNIT PRICE BID SCHEDULE

The basis for award of the contract shall be the lowest total bid by an acceptable and qualified bidder who meets all or the experience requirements stated within this contract.

Any bidder who does not meet all of the experience requirements stated within this contract shall be considered a nonqualified bidder and will not be awarded the contract.

ARTICLE 5- CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days or date indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6- BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of
Five Percent of the Total Bid _____ Dollars (\$ 5% of total bid _____)
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7- COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Insituform Technologies, LLC
Attn: Laura M. Andreski
17988 Edison Avenue; Chesterfield, Missouri 63005
Email landreski@aegion.com
Phone No. (636) 530-8000
Fax No. (636) 530-8701

ARTICLE 8- TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

ARTICLE 9- CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

- 9.01 Contractor's Assurances.

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

DOCUMENT 00400-BID FORM

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on March 7, 2018.

Arkansas State Contractor License No. 0072030418

If Bidder is:

An Individual

Name (type or printed): NA

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Partnership

Partnership Name : NA (SEAL)

By: _____
(Signature of general partner-attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No: _____ Fax No. _____

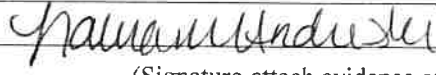
Email Address: _____

A Corporation or Corporate entity including Limited Liability Company (LLC)

Corporation Name : Insituform Technologies, LLC (SEAL)

State of Incorporation: Delaware


Type (General Business, Professional, Service, Limited Liability): Limited Liability Company

By: 
(Signature-attach evidence of authority to sign)

Name (type or printed): Laura M. Andreski

Title: Contracting and Attesting Officer

(CORPORATE SEAL)

Attest: 
Whitney Schulte, Contracting and Attesting Officer
(Signature of Corporate Secretary)

Business address: 17988 Edison Avenue

Chesterfield, Missouri 63005

Phone No: (636) 530-8000 Fax No. (636) 530-8701

Email Address: landreski@aegion.com

END OF DOCUMENT 00400

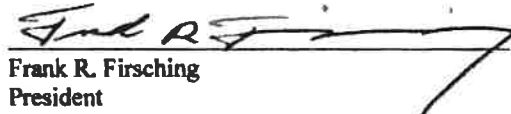
INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and
2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: December 14, 2017


Frank R. Firsching
President

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS OF
INSITUFORM TECHNOLOGIES, LLC**

The following actions are taken and the following business transacted by the unanimous written consent of the Board of Managers (the "Board") of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), effective as of the 8th day of April, 2016.

Appointment of Officers

WHEREAS, the Board has determined that it is in the best interest of the Company to remove David F. Morris as President of the Company and appoint Frank Firsching as President of the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint David F. Morris as Executive Vice President, Chief Administrative Officer and Secretary of the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Mark Menghini as Senior Vice President and Assistant Secretary for the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Kent W. Bartholomew as Vice President and Assistant Secretary for the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Diane Partridge, Debra Jasper, Laurie Andreski, Jana Lause, Whitney Schulte, and Ursula Youngblood as Contracting and Attesting Officers for the Company.

THEREFORE BE IT RESOLVED, that the Board hereby removes David F. Morris as President for the Company and appoints Frank Firsching as President for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints David F. Morris as Executive Vice President, Chief Administrative Officer and Secretary for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Stephen Callahan as Senior Vice President for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Mark Menghini as Senior Vice President and Assistant Secretary for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

Ratification of Prior Actions


FURTHER RESOLVED, that the Board hereby confirms, approves and ratifies all actions taken by the Company prior to the date hereof.


Omnibus Resolutions

FURTHER RESOLVED, that the officers of the Company be, and each of them acting individually hereby is, authorized and empowered to perform such other acts and to execute such other filings, notifications, instruments, deeds, agreements and other documents, including, but not limited to, the execution and filing of any notices or filings with any governmental or regulatory body, as may be necessary or appropriate to effectuate the intent of the foregoing resolutions.

The undersigned, constituting the entire Board of Managers of the Company, hereby consent to and adopt the foregoing resolutions, effective as of the day and year first written above.


Charles R. Gordon


David F. Morris


David A. Martin

**Constituting the entire Board of
Managers of the Company**

DOCUMENT 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: 2018 Sanitary Sewer Cured In Place Pipe

Contract No.: 18-22, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.
- A. This Project is a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas. The City of Fayetteville may at the City's sole discretion choose to purchase more, less, or none of the rehabilitation, depending upon the City's needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded.
- B. The contract may be renewed for additional periods up to four (4) additional contract periods beyond the original bid and will be based solely upon the option and agreement between both the City of Fayetteville and the CONTRACTOR.
- 1.02 The Contractor will commence and complete the projects selected for rehabilitation under this Term Maintenance Contract at the City of Fayetteville, Arkansas and all incidental and ancillary work in accordance with the conditions and at the prices stated in the Bid Proposal which are a part of these Contract Documents attached hereto and made a part hereof.
- 1.03 The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the projects selected for rehabilitation.
- 1.04 The Contractor will commence the work required under this term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas in a timely manner as projects are selected. The Contractor shall furnish City of Fayetteville a timeline for each project as preparation for the work begins.

DOCUMENT 00500 – AGREEMENT (continued)

- 1.05 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal. Refer to Section 00400-Bid Form.
- 1.06 Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.
- 1.07 Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.
- 1.08 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

ARTICLE 2 - ENGINEER

- 2.01 The Contract Documents have been prepared by the City of Fayetteville. The City of Fayetteville assumes all duties and responsibilities, and has the rights and authority assigned to The City of Fayetteville, including Owner and Engineer in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR COMPLETION AND FINAL PAYMENT:

- A. The Work shall be completed within the annual term and Purchase Order.
 - 1. The timeline for this contract shall end December 31, 2018. Upon approval of the City of Fayetteville, the contract may be extended on a yearly basis for up to four years.

3.03 LIQUIDATED DAMAGES:

- A. Not Applicable (NA).
- B. In lieu of liquidated damages the annual term contract and Purchase Order will be limited to the calendar year which the Purchase Order is furnished.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the

DOCUMENT 00500 – AGREEMENT (continued)

amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

- 4.02 The Contractor shall be entitled to receive up to Three Hundred Fifty Thousand Dollars (\$350,000.00). City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded and City of Fayetteville may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method. The City of Fayetteville will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts, as required by the Contract Documents.
- 4.03 As provided in the Contract estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the Contract Documents.
- 4.04 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:
- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as

DOCUMENT 00500 – AGREEMENT (continued)

recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in 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 shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 6 - CONTRACT RENEWAL

6.01 Contract Renewal.

- A. The contract may be renewed for additional periods up to four (4) additional annual contract periods beyond the original bid and will be based solely upon the option and agreement between both the City of Fayetteville and the CONTRACTOR. The prices and rates bid by the successful bidder shall be firm throughout the initial one year period of the contract. Prices and rates may only be increased or decreased for the next or subsequent contract extension period, and only if the parties agree to extend the contract. If the City of Fayetteville seeks to decrease or Contractor seeks to increase any price or rate, each party shall give the other party written notice thereof at least ninety (90) days prior to the end of the contract year, together with a justification for each proposed rate of price change. City of Fayetteville and Contractor shall negotiate in good faith the amount, if any, in the increase or decrease in the price or rate; provided, however, in no event may any specific unit cost change more than five percent (5%) of the preceding year's value. If the parties are unable to agree on the extension of the contract, then the contract shall terminate at the end of the contract year, subject to the City of Fayetteville's right to unilaterally extend the contract of the same terms and conditions, for a period not to exceed four (4) months to enable the City of Fayetteville time to rebid this document.
- B. Purchase orders may be issued to the successful bidder for an amount up to an approximate total of \$350,000.00 with a contract period not to exceed one (1) year.
- C. The cost of any change orders will be included in the original contract total, i.e.; they will count against the approximate total of \$350,000.00. Payment for work shall be made upon completion and acceptance of the work by the City of Fayetteville.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site, City and/or Utilities and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing 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, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all:
 - (1) Reports of explorations 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; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the

DOCUMENT 00500 – AGREEMENT (continued)

performing and furnishing 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 The City of Fayetteville 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 Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer 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.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds. The Performance and Payment Bond shall be one hundred percent (100%).

DOCUMENT 00500 – AGREEMENT (continued)

4. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.
5. General Conditions.
6. Supplementary Conditions.
7. Specifications consisting of divisions and sections as listed in Table of Contents of Project Manual.
8. Addenda numbers ___ inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 9 - MISCELLANEOUS

9.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

9.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents 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.

9.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its

DOCUMENT 00500 – AGREEMENT (continued)

partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 **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 The City of Fayetteville 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.

9.05 **FREEDOM OF INFORMATION ACT:**

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

9.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts

DOCUMENT 00500 – AGREEMENT (continued)

each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on _____, 20____, which is the Effective Date of the Agreement.

CONTRACTOR:

CITY OF FAYETTEVILLE

By: Laura M. Andreski

By: Lioneld Jordan

(Type or legibly print)

(Type or legibly print)



(Signature)

(Signature)

Title: Contracting and Attesting Officer

Title: Mayor

Contractor shall attach evidence of authority to sign.

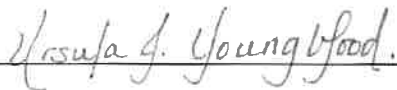
If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

(SEAL)

Attest



Attest

Ursula J. Youngblood
Contracting & Attesting Officer

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

17988 Edison Avenue

Chesterfield, Missouri 63005

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 0072030418

Agent for Service of process

Corporation Service Company

300 Spring Street

Suite 900

Little Rock, Arkansas 72201

(Type or legibly print)



(Signature) Laura M. Andreski, Contracting and
Attesting Officer

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity
or LLC, attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

**LIMITED LIABILITY COMPANY AGREEMENT
OF
INSITUFORM TECHNOLOGIES, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF INSITUFORM TECHNOLOGIES, LLC is made this 31st day of December, 2011, by Aegion Corporation, a Delaware corporation (the "Member").

RECITALS:

A. As of December 31, 2011, the Member converted Insituform Technologies, Inc., a Delaware corporation ("ITI"), to INSITUFORM TECHNOLOGIES, LLC, a Delaware limited liability company (the "Company"), in accordance with the Act (as defined below).

B. This Agreement (as defined below) is intended to replace the By-Laws of ITI in effect as of the date of this Agreement, which By-Laws are hereby revoked and of no further force or effect.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated in this Agreement, as if fully set forth in the body of this Agreement.

2. DEFINITIONS

The following terms, as used in this Agreement, have the meanings set forth in this Section 2:

"Act" means the Delaware Limited Liability Company Act, as may be amended from time to time.

"Agreement" means this Limited Liability Company Agreement, as it may be amended, restated, modified, or supplemented from time to time in accordance with its provisions.

"Board of Managers" means the group of Managers that exercises the powers, and manages the business and affairs, of the Company pursuant to Section 4 of the Agreement.

"Certificate" means the Certificate of Formation, as originally filed with the office of the Secretary of State of the State of Delaware effective as of the Effective Time, as the same may be amended from time to time.

"Code" means the Internal Revenue Code of 1986, as amended, 26 U.S.C.A, *et seq.*, or any succeeding federal internal revenue law as from time to time in effect.

"Effective Time" means 11:58 p.m. CST on December 31, 2011.

"Manager" means a manager on the Board of Managers.

"Member" has the meaning set forth in the preamble to this Agreement.

"Person" means an individual, corporation, limited liability company, association, general partnership, limited partnership, limited liability partnership, joint venture, trust, employee benefit plan, estate, or other entity or organization.

3. THE COMPANY, ITS MEMBER AND THE BUSINESS

(a) Formation. The Company was converted from a Delaware corporation to a Delaware limited liability company when the executed Certificate and Certificate of Conversion were filed with the office of the Secretary of State of the State of Delaware in accordance with and pursuant to the Act. Except as provided in this Agreement, all rights, liabilities, and obligations among the Member, the Company and other Persons, shall be as provided in the Act, and this Agreement shall be construed in accordance with the provisions of the Act. To the extent that the rights or obligations of the Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

(b) Company Name. The name of the Company shall be "Insituform Technologies, LLC". The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Board of Managers deems appropriate or advisable. The Board of Managers shall file any assumed name certificates and similar filings, and any amendments thereto, that it considers appropriate or advisable.

(c) Term of the Company. The term of the Company as a corporation commenced on March 27, 1980. The term of the Company as a limited liability company commenced at the Effective Time and shall continue until the Company is dissolved and its affairs wound up in accordance with the Act and Article 6 of this Agreement.

(d) Purposes of the Company. The purpose of the Company shall be to carry on any lawful business, purpose or activity permitted under the Act.

(e) Authority of the Company. The Company shall be empowered and authorized to do all lawful acts and things necessary, appropriate, proper, advisable, incidental to, or convenient for the furtherance and accomplishment of its purposes.

(f) Principal Office and Other Offices; Registered Agent. The Company's registered agent and the address of its initial registered office in the State of Delaware shall be as set forth in the Certificate. The registered office and registered agent may be changed by the Board of Managers, as it deems advisable from time to time by filing an amendment to the Certificate. The Company may maintain any other offices at any other places that the Board of Managers deems advisable. The Company may, upon compliance with the applicable provisions of the Act, change its principal office or registered agent from time to time at the discretion of the Member.

(g) Foreign Qualification. The Company shall take all necessary actions to be authorized to conduct business legally in all appropriate jurisdictions, including registration or qualification of the Company as a foreign limited liability company in those jurisdictions that provide for such registration or qualification.

(h) Fiscal Year. The fiscal year of the Company shall begin on the first day of January in each year.

4. ISSUANCE OF COMMON SHARES

(a) The membership interests of the Company authorized for issuance shall be common shares ("Common Shares"), having the designations, preferences and relative, participating, optional and other special rights, powers and duties relating to the Common Shares authorized for issuance pursuant to this Section 4. A total of one thousand (1,000) Common Shares, par value \$0.01 per share, are hereby authorized for issuance.

(b) The holders of Common Shares shall be entitled to one vote per Common Share on matters submitted to a vote or consent of the Members. Each Common Share shall be identical in all respects with each other Common Share.

(c) All common shares of ITI outstanding as of the date of this Agreement are hereby automatically converted into Common Shares of the Company. The Member acknowledges that as of the date of this Agreement, one (1) Common Share is outstanding in the name of the Member.

5. CASH DISTRIBUTIONS; ALLOCATIONS OF PROFITS AND LOSSES

(a) Distributions. All cash of the Company available for distribution shall be distributed to the Member at such times and in such amounts as the Board of Managers shall determine.

(b) Allocations of Profits and Losses. All profits and losses of the Company shall be allocated to the Member.

6. RIGHTS AND POWERS OF THE BOARD OF MANAGERS AND OFFICERS

(a) Management by the Board of Managers. Except for situations in which the approval of the Member is required by this Agreement or by non-waivable provisions of the Act, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Managers; and (ii) the Board of Managers may make all decisions and take all actions for the Company not otherwise provided for in this Agreement.

(b) Actions by Board of Managers. In managing the business and affairs of the Company and exercising its powers granted hereunder, the Board of Managers may act through meetings or written consents pursuant to this Section 6. Any Person dealing with the Company, other than the Member, may rely on the authority of a Manager or any duly appointed officer of the Company in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. The Member, by execution of this Agreement, agrees to, consents to, and acknowledges the delegation of powers and authority to the Board of Managers granted hereunder, and to the actions and decisions of the Board of Managers within the scope of their authority as provided herein.

(c) Number and Term of Office. The Board of Managers shall consist of three Managers. Each Manager shall serve until his or her successor is duly elected or until his or her resignation, removal or death.

(d) Vacancies; Removal; Resignation. Any Manager may be removed at any time, with or without cause, but only by the Member. In the event that any Manager ceases to serve as a Manager during his term of office, the resulting vacancy shall be filled by the Member. Any Manager may resign his or her office at any time.

(e) Meetings.

(i) The attendance of all the Managers shall constitute a quorum for the transaction of business of the Board of Managers, and the act of a majority of the Managers shall be necessary to be the act of the Board of Managers. A Manager who is present at a meeting of the Board of Managers at which action on any Company matter is taken shall be presumed to have assented to the action unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file a written dissent to such action with the Person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

(ii) Meetings of the Board of Managers may be held at such place or places as shall be determined from time to time by resolution of the Board of Managers. At all meetings of the Board of Managers, business shall be transacted in such order as shall from time to time be determined by resolution of the Board of Managers.

(iii) Regular meetings of the Board of Managers shall be held at such times and places as shall be designated from time to time by resolution of the Board of Managers, but shall not be held less frequently than quarterly. Notice of such meetings shall not be required.

(iv) Special meetings of the Board of Managers may be called by the President or any Manager on at least ten (10) days' notice to each Manager. Such notice need not state the purpose or purposes of, or the business to be transacted at, such meeting, except as may otherwise be required by law or provided for in this Agreement.

(f) Approval or Ratification of Acts or Contracts by Members. The Board of Managers in their discretion may submit any act or contract for approval or ratification at any annual or special meeting of the Members.

(g) Action by Managers by Written Consent or Telephone Conference. Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Board of Managers may be taken without a meeting if a written consent, setting forth the action to be taken, is signed by all of the Managers. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Board of Managers. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Managers may participate in and hold a meeting of the Board of Managers by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(h) Officers.

(i) Election and Removal of Officers. The officers of the Company shall be the President, one or more Vice Presidents, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Managers. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Managers. Any two (2) or more offices may be held by the same person. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any officer, agent, or other employee elected or appointed by the Board of

Managers may be removed by the Board of Managers, with or without cause, whenever in the Board of Manager's judgment the best interests of the Company will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

(ii) Vacancies. A vacancy in any office because of death, incapacity, resignation, removal, disqualification or otherwise, may be filled by the Board of Managers.

(iii) President. The President shall be the principal executive officer of the Company and shall in general supervise and control all of the business and affairs of the Company. The President may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Managers has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Managers or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall in general perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Managers from time to time.

(iv) Vice President. Each Vice President shall perform such duties as shall be assigned to him or her and shall exercise such powers as may be granted to him or her by the Board of Managers or the President of the Company.

(v) Secretary. The Secretary shall (A) keep the minutes of the proceedings of the Member and of the Board of Managers in one or more books provided for that purpose; (B) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (C) be custodian of the Company records; (D) keep a register of the post office address of the Member which shall be furnished to the Secretary by such Member; and (E) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Managers.

(vi) Treasurer. The Treasurer shall: (A) have charge and custody of and be responsible for all funds of the Company; (B) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Board of Managers; and (C) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Managers.

(vii) Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

(i) Limitation of Liability of the Member. The debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations and liabilities of the Company. The Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being the Member, except and only to the extent as otherwise expressly required by law.

(j) Conflicts of Interest. A Manager, the Member and officers of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, with no obligation to offer to the Company or any other Member, Manager or officer the right to participate therein. The Company may transact business

with any Manager, Member, officer or affiliate thereof, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

7. ASSIGNMENT, TRANSFER, OR SALE OF INTERESTS IN THE COMPANY

The Member may sell, assign, pledge, or otherwise encumber or transfer all or any part of its limited liability company interest in the Company to any Person. The Member may resign as a Member of the Company upon the transfer of all of its limited liability company interests in the Company to any Person. Upon the transfer of any limited liability company interests of any Member to any other Person, such Person shall automatically and without any other action by the Company or any Member, be admitted as a Member of the Company.

8. DISSOLUTION AND TERMINATION OF THE COMPANY

(a) Events of Dissolution. The Company shall dissolve upon the earlier to occur of:

- (i) an election to dissolve the Company made by the Member; or
- (ii) the happening of any event that, under the Act, causes the dissolution of a limited liability company.

(b) Actions on Dissolution. Upon the dissolution of the Company, the Board of Managers shall act as liquidator to wind up the Company. The proceeds of liquidation shall be applied first to the payment of the debts and liabilities of the Company (including any loans to the Company made by the Member), the expenses of liquidation and the establishment of any reserves that the liquidator deems necessary for potential or contingent liabilities of the Company. Remaining proceeds shall be distributed to the Member as provided in Section 5(a). When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Member, the Board of Managers shall file a certificate of cancellation as required by the Act. Upon filing the certificate of cancellation, the existence of the Company shall cease, except as otherwise provided in the Act.

9. BOOKS, RECORDS, AND RETURNS

(a) Books of Account and Records. A copy of this Agreement and any other records required to be maintained by the Act shall be maintained at the principal office of the Company. All such books and records shall be available for inspection and copying by the Member or its duly authorized representatives during ordinary business hours. The Company shall keep accurate books and records of the operation of the Company which shall reflect all transactions and be appropriate and adequate for the Company's business and for carrying out the provisions of this Agreement.

(b) Deposit of Company Funds. All revenues, assessments, loan proceeds and other receipts of the Company will be maintained on deposit in interest-bearing and non-interest bearing accounts and other investments as the Board of Managers deems appropriate.

10. INDEMNIFICATION

The Company will indemnify and hold harmless each Manager and each officer of the Company from and against any loss, expense, damage, or injury suffered or sustained by any of them by reason of any acts, errors in judgment, omissions, or alleged acts or omissions related to the business of the Company to the fullest extent allowed by law. The Company's duty to indemnify will include any judgment, award, settlement, reasonable legal fees, and other costs and expenses related to the defense of any actual or

threatened action, proceeding, or claim and including any payments made by any Manager or any officer, or by reason of any disallowance by any taxing authority of any deduction taken on any Company tax return. The Company shall advance to each Manager or officer any legal expenses required to defend any such claim upon receipt of a written undertaking by or on behalf of such Manager or officer to repay such amounts if it shall ultimately be determined that such Manager or officer is not entitled to be indemnified therefor by the Company.

11. **COMPANY SEAL**

The Board of Managers may provide a company seal, which shall be in circular form and shall have inscribed thereon the name of the Company, the state of formation, the original year of incorporation and the words "Company Seal".

12. **MISCELLANEOUS**

(a) Captions. All section or paragraph captions contained in this Agreement are for convenience only and shall not be deemed part of this Agreement.

(b) Pronouns, Singular and Plural Form. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter as the identity of the Person or Persons referred to may require, and all words shall include the singular or plural as the context or the identity of Persons may require.


(c) Agreement Binding. This Agreement shall be binding upon the successors and assigns of the Member.

(d) Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

(e) No Third-Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, create any right enforceable by any Person not a party hereto, including any creditor of the Company or of the Member.

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first written above.

AEGION CORPORATION

By: 

David A. Martin, Senior Vice President & Chief
Financial Officer

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS OF
INSITUFORM TECHNOLOGIES, LLC**

The following actions are taken and the following business transacted by the unanimous written consent of the Board of Managers (the "Board") of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), effective as of the 8th day of April, 2016.

Appointment of Officers

WHEREAS, the Board has determined that it is in the best interest of the Company to remove David F. Morris as President of the Company and appoint Frank Firsching as President of the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint David F. Morris as Executive Vice President, Chief Administrative Officer and Secretary of the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Mark Menghini as Senior Vice President and Assistant Secretary for the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Kent W. Bartholomew as Vice President and Assistant Secretary for the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Diane Partridge, Debra Jasper, Laurie Andreski, Jana Lause, Whitney Schulte, and Ursula Youngblood as Contracting and Attesting Officers for the Company.

THEREFORE BE IT RESOLVED, that the Board hereby removes David F. Morris as President for the Company and appoints Frank Firsching as President for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints David F. Morris as Executive Vice President, Chief Administrative Officer and Secretary for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Stephen Callahan as Senior Vice President for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Mark Menghini as Senior Vice President and Assistant Secretary for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Kent W. Bartholomew as Vice President and Assistant Secretary for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Diane Partridge, Debra Jasper, Laurie Andreski, Jana Lause, Whitney Schulte, and Ursula Youngblood as Contracting and Attesting Officers for the Company, each to serve until her successor shall have been duly elected and qualified, or until her death, or until she shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the appointment of Stephen Callahan as Senior Vice President, Human Resources of the Company effective November 9, 2015 is hereby ratified, confirmed, and approved. It is acknowledged that the omission of his name from the listing of officers dated January 4, 2016 was an administrative error.

Restatement of Officers

BE IT RESOLVED, that following the implementation of the foregoing resolutions, the following are officers of the Company:

<u>Name</u>		<u>Office</u>
Frank R. Firsching	—	President
David F. Morris	—	Executive Vice President, Chief Administrative Officer and Secretary
David A. Martin	—	Executive Vice President
Stephen Callahan	—	Senior Vice President
Kenneth L. Young	—	Senior Vice President and Treasurer
Mark A. Menghini	—	Senior Vice President and Assistant Secretary
Daniel P. Schoenekase	—	Vice President, General Counsel and Assistant Secretary
Heidi Wilkinson	—	Vice President – Human Resources
Dennis Pivin	—	Vice President – Safety
Dawn Landmann	—	Vice President – Taxation
Larry Mangels	—	Vice President and Chief Financial Officer
Kent Bartholomew	—	Vice President and Assistant Secretary
Diane Partridge	—	Contracting and Attesting Officer
Debra Jasper	—	Contracting and Attesting Officer
Laurie Andreski	—	Contracting and Attesting Officer
Jana Lause	—	Contracting and Attesting Officer
Whitney Schulte	—	Contracting and Attesting Officer
Ursula Youngblood	—	Contracting and Attesting Officer

; and be it

FURTHER RESOLVED, that any individual who was serving as an officer of the Company prior to the date hereof who was not reelected by these resolutions is hereby removed from office.

Ratification of Prior Actions

FURTHER RESOLVED, that the Board hereby confirms, approves and ratifies all actions taken by the Company prior to the date hereof.


Omnibus Resolutions

FURTHER RESOLVED, that the officers of the Company be, and each of them acting individually hereby is, authorized and empowered to perform such other acts and to execute such other filings, notifications, instruments, deeds, agreements and other documents, including, but not limited to, the execution and filing of any notices or filings with any governmental or regulatory body, as may be necessary or appropriate to effectuate the intent of the foregoing resolutions.

The undersigned, constituting the entire Board of Managers of the Company, hereby consent to and adopt the foregoing resolutions, effective as of the day and year first written above.



Charles R. Gordon



David F. Morris



David A. Martin

**Constituting the entire Board of
Managers of the Company**

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and
2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: March 8, 2018


Frank R. Firsching
President