

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2020 by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and Insituform Technologies, LLC (hereinafter called CONTRACTOR).

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

Article 1. WORK

The project consists of the furnishing of all labor, equipment and materials for: Cured in place pipe rehabilitation

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: IFB T-01-20.

CONTRACTOR is authorized to conduct work up to two hundred thousand dollars (\$200,000.00). For any work that will exceed this amount, CONTRACTOR shall attain Payment and Performance bonds in accordance with Exhibit "B", General Conditions, attached hereto and by reference incorporated herein and made a part hereof. Prior to execution of this Agreement, CONTRACTOR shall provide the OWNER with a letter from their surety company that states CONTRACTOR is able to attain said bonds within twenty four (24) hours or a reasonable time that will not impact the services to be provided to the OWNER as part of this Agreement. Failure to provide the bonds as required herein may result in liquidated damages and any other remedy afforded to the OWNER by law.

Article 2. ENGINEER

Not Applicable

Article 3. CONTRACT TIME

This Contract shall be for a term of three (3) years or less beginning with the date this Agreement is fully executed by both parties. In addition to the requirements of Article 4 below, CONTRACTOR shall include, to the best of their ability, a substantial and final completion time with their plan to provide work under this Agreement. Specific assigned tasks performed pursuant to this Agreement shall be timely completed as directed by staff. Upon mutual agreement of substantial and final completion times for a project between both parties, failure of the CONTRACTOR to meet the substantial and final completion times for a project may/shall result in the application of liquidated damages as per Article 5 below.

Article 4. PRECONSTRUCTION PHASE REQUIREMENTS

Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the City's General Services Department and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

Article 5. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the EXHIBIT "B" GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the 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 two hundred and 00/100 dollars (\$200.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services 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 the OWNER one hundred and 00/100 (\$100.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 6. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See BID PROPOSAL attached from bid/contract documents.

Article 7. PAYMENT PROCEDURES

7.1 CONTRACTOR shall submit Applications for Payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the EXHIBIT "B" GENERAL CONDITIONS.

7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the EXHIBIT "B" 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.

7.2.1 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 such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the EXHIBIT "B" GENERAL CONDITIONS.

10% of Work completed will be withheld by OWNER as retainage.

7.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the EXHIBIT "B" GENERAL CONDITIONS.

7.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the EXHIBIT "B" GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said EXHIBIT "B" GENERAL CONDITIONS.

Article 8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

8.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

8.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

8.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the EXHIBIT "B" GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

8.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement and the following Exhibits, attached hereto and by reference incorporated herein and made a part hereof:

Exhibit "A" – Invitation for Bid (IFB), including, but not limited to, original IFB, specifications, drawings, exhibits to the IFB, insurance requirements and any addenda issued.

Exhibit "B" – EXHIBIT "B" GENERAL CONDITIONS

Exhibit "C" – Supplementary Conditions

Exhibit "D" – All documentation submitted by the CONTRACTOR; including, but not limited to, CONTRACTOR's Bid Pages, CONTRACTOR's sworn statement on drug-free workplace, CONTRACTOR'S insurance certificate, any documentation submitted by the CONTRACTOR prior and after award in relation to the IFB and this Agreement

Exhibit "E" – Payment, Performance bonds and/or other performance security

This Agreement and the exhibits listed above, including any approved amendments to the Agreement comprise the entirety of the contract documents between the CITY and

CONTRACTOR. This Agreement may only be amended, modified or supplemented as provided in Exhibit "B", General Conditions.

Any inconsistency in this Agreement and its exhibits listed above shall be resolved by giving precedence in the following order:

- a) This Agreement
- b) Exhibit "B", General Conditions
- c) Exhibit "C", Supplementary Conditions
- d) Exhibit "A", IFB, addenda and documentation

Article 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in the EXHIBIT "B" GENERAL CONDITIONS will have the meanings indicated in the EXHIBIT "B" GENERAL CONDITIONS.

10.2 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.

10.3 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 of all covenants, agreements and obligations contained in the Contract Documents.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Insituform Technologies, LLC

Witnesses:

Karen Sack

Karen Sack

(Print or Type Name)

Janet Hass

Janet Hass

(Print or Type Name)

By: Diane Partridge
~~Charles R. Gordon, Manager~~
Diane Partridge, Contracting and Attesting Officer

STATE OF ~~FLORIDA~~ MISSOURI

COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of August, 2020, by Charles R. Gordon as Manager of Intercounty Engineering, Inc., a Florida limited liability company on behalf of the corporation. He is personally known to me or who has produced _____
Personally Known _____ (type of identification) as identification.

NOTARY'S SEAL:



JANA LAUSE
My Commission Expires
December 5, 2021
St. Louis County
Commission # 13805615

Jana Lause
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ MISSOURI
Jana Lause

(Name of Acknowledger Typed, Printed or Stamped)

13805615

Commission Number

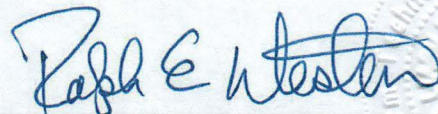
INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Gina Gurrieri, 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, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and 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) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 6, 2020



Ralph E. Western
President





Insituform Technologies, LLC is a subsidiary of Aegion Corporation

INSITUFORM TECHNOLOGIES, LLC
BOARD OF MANAGERS AND OFFICERS
(Current as of February 1, 2020)

<u>BOARD OF MANAGERS</u>	
<i>Charles R. Gordon</i>	Member, Board of Managers
<i>David F. Morris</i>	Member, Board of Managers

<u>OFFICERS</u>	
<u>Name</u>	<u>Office</u>
Ralph E. Western	– President
David F. Morris	– Executive Vice President
Mark A. Menghini	– Senior Vice President and Secretary
Kenneth L. Young	– Senior Vice President, Treasury and Tax
John L. Heggemann	– Senior Vice President
Stephen Callahan	– Senior Vice President
Kent W. Bartholomew	– Vice President, Deputy General Counsel and Assistant Secretary
Dennis Pivin	– Vice President – Safety
Larry Mangels	– Vice President, Operational Controller

<u>CONTRACTING AND ATTESTING OFFICERS</u>
Christlanda Adkins
Gina Gurrieri
Janet Hass
Jana Lause
Diane Partridge
Whittney Schulte
Ursula Youngblood

Business Address for Officers and Board of Managers:
17988 Edison Avenue
Chesterfield, MO 63005

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

The following actions are taken by the unanimous written consent of the Board of Managers (the "Board") of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), as of this 14th day of October 2019.

Removal/Appointment of Officer

WHEREAS, the Board of the Company has determined it to be in the best interests of the Company to accept the resignation, removal and/or appointment of the following officers of the Company.

NOW, THEREFORE, BE IT

RESOLVED, that effective October 2, 2019, Dawn Landmann's resignation as the Company's Senior Vice President, Tax is hereby accepted; and be it

FURTHER RESOLVED, that effective October 2, 2019, Kenneth L. Young's resignation as the Company's Senior Vice President and Treasurer is hereby accepted; and be it

FURTHER RESOLVED, that effective October 2, 2019, Kenneth L. Young be and hereby is appointed as Senior Vice President, Treasury and Tax

Restatement of Officers

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

<u>Name</u>	<u>Office</u>
Ralph E. Western	– President
David F. Morris	– Executive Vice President
Mark A. Menghini	– Senior Vice President and Secretary
Kenneth L. Young	– Senior Vice President, Treasury and Tax
John L. Heggemann	– Senior Vice President
Stephen Callahan	– Senior Vice President
Daniel P. Schoenekase	– Vice President, Deputy General Counsel and Assistant Secretary
Kent W. Bartholomew	– Vice President, Deputy General Counsel and Assistant Secretary
Dennis Pivin	– Vice President – Safety
Larry Mangels	– Vice President and Operational Controller

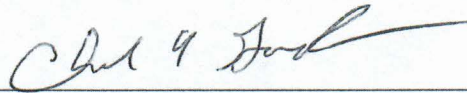
; and be it

FURTHER RESOLVED, that any person previously appointed or serving as an officer of the Company prior to the date hereof and who is not named above is hereby removed from any such office; and be it

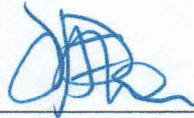
FURTHER RESOLVED, that all actions taken by the above appointed officers prior to the date of the foregoing resolutions that are within the authority conferred thereby are hereby ratified, confirmed, approved, and adopted as actions of the Company.

This Action by Written Consent may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Action by Written Consent transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

IN WITNESS WHEREOF, the undersigned, being all of the Board of Managers of the Company, have executed this Action by Unanimous Written Consent as of the date first written above.



Charles R. Gordon



David F. Morris