

**SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
INSITUFORM TECHNOLOGIES USA, LLC**

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Insituform Technologies USA, LLC, a Missouri limited liability company (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City sought proposals from contractors to provide labor, materials, equipment and services necessary to line the 12" and 18" forcemains from the Scruggs Road Pump Station (the "Services").
- B. The Contractor responded to the request by submitting a proposal (the "Proposal"), and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective from the Effective Date, and remain in full force and effect until the Services are completed and accepted by the City, unless terminated as otherwise provided herein.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.
3. Compensation. The City shall pay Contractor an amount not to exceed \$1,246,064.95 ("Contract Price") for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference. The Contractor shall not commence any billable work or provide any materials or Services under this Agreement until the Contractor receives an executed purchase order from the City.

The City shall pay Contractor in accordance with Missouri law governing the Services provided.

4. Payments. The City shall pay the Contractor the full Contract Price upon completion and acceptance of the Services by the City. If the Services are not completed and accepted within thirty (30) days of the Effective Date of this Agreement, Contractor shall submit a payment application to the City for the work performed and completed to date. All payment applications shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If the payment application is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the materials or the invoice, whichever is later.
5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), to the extent such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance, if applicable, shall name and endorse, to the fullest extent

permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

G. Waiver. All policies, except for Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.

J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the

requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. This coverage may also be provided in a Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officers, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$1,00,000 for each accident, \$1,00,000 disease for each employee and \$1,000,000 disease policy limit.

Contractor further understands and agrees that Contractor’s employees, agents, subcontractors, and directors (referred to in this paragraph as “Employees”), are not serving as employees of the City in any manner and therefore are not entitled to any of the City’s industrial benefit coverages, including Workers’ Compensation coverages. Contractor acknowledges and agrees that any injury its Employees sustain in the performance of this Agreement will be not be eligible for industrial benefits from the City and any necessary treatment will be Contractor’s, or Contractor’s insurer’s, sole responsibility. Should Contractor’s insurer attempt to subrogate a Workers’ Compensation claim against the City, including the City’s employees, director, or agents, Contractor shall defend, indemnify, and hold harmless the City and the City’s employees, director, or agents for, from, and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys’ fees and litigation expenses, arising out of such subrogation efforts.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to the City.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than thirty (30) calendar days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

13.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party’s nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause,

payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

- A. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
- B. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
- C. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
- D. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
 - 1. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - 2. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - 3. a criminal violation of any state or federal antitrust law;
 - 4. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - 5. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - 6. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
- E. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- F. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

13.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall

be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of §§ 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

14.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

14.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Insituform Technologies USA, LLC | Aegion Corporation
580 Goddard Ave
Chesterfield, MO 63005
Attn: Janet Hass

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

14.15 Information Technology. INTENTIONALLY OMITTED

14.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

14.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

14.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

14.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

X 14.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

14.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

14.25 Special Provisions.

A. *Performance and Payment Bonds*. The Contractor shall submit a satisfactory Performance and Maintenance Bond and Payment Bond, each of which with a good and sufficient surety authorized to do business in the State of Missouri. The bonds shall be in the full amount of the bid for the Services based on the bid quantity listed in the Contractor's Proposal form, and each in substantially the same form as the forms provided by the City. The Payment Bond shall comply with all requirements of Section 107.170, RSMo. Such bonds shall be submitted within ten (10) days after receipt of the written notification of award from the City. Bonds shall also hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractor's responsibility to notify its surety of any changes affecting the general scope of the work or change in the Contract Price. If at any time during the continuance of this Agreement that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

B. *No Replacement of Defective Delivery.* Every delivery of materials shall fully comply with all provisions of this Agreement and any resulting order. If a delivery is made which does not fully conform, this shall constitute a breach of the Agreement as a whole.

C. *Inspection; Acceptance.* All materials are subject to final inspection and acceptance by the City within seven (7) days after receipt. Materials failing to conform to the Specifications of this Agreement will be held at Contractor's risk and may be returned to the Contractor. If so returned, all storage and return costs are the responsibility of the Contractor. Upon discovery of a non-conforming material, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the use of the non-conforming material immediately; or (C) bring material into compliance and withhold the cost of same from any payments due to the Contractor.

D. *General Warranty.* All materials supplied pursuant to this Agreement shall be fully guaranteed by the Contractor for a minimum period of one year from the date of acceptance by the City (or such longer period as may be provided under warranties for such materials). Any defects in design, workmanship, or materials that would result in non-compliance with Agreement Specifications shall be fully corrected by the Contractor (including parts and labor) without cost to the City. Contractor further agrees to execute any special guarantees as provided by the Agreement, Exhibit A, or by federal, state, or local statutes, ordinances, regulations, or rules. Contractor shall require similar guarantees from all of its vendors or its Subcontractors. Contractor shall include a complete and exclusive statement of the product warranty.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 2022 ("Effective Date").

CITY OF LEE'S SUMMIT

INSITUFORM TECHNOLOGIES USA, LLC

Mark Dunning, City Manager

By Janet Hass

Print Name Janet Hass

ATTEST:

Title Contracting & Attesting Officer

Trisha Fowler Arcuri, City Clerk

Date _____

APPROVED AS TO FORM:

Scott Ison,
Chief Counsel of Infrastructure and Recreation

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
INSITUFORM TECHNOLOGIES USA, LLC

[Scope of Work]

See following page(s).

Scope of Work

Install Primus lining on 12" and 18" forcemains.

Item	Diam.	Length
1	18"	1,800
2	12"	1,800

Scope of Work to include:

- Pre-installation CCTV of the forcemains

- Pre-installation cleaning (loose debris and normal deposits only).

- Installation of Primus liner (by Insituform Technologies USA, LLC)

- Pressure test of Primus product liner and fittings

Length to be confirmed in the field. See Fee Proposal for further details.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
INSITUFORM TECHNOLOGIES USA, LLC

[Fee Proposal]

See following page(s).



Lee's Summit, MO

Scruggs Road Force Main Rehabilitation

Supply and Installation of Primus 12" & 18" Primus Liner

Prepared for:
City of Lee's Summit, MO
Amanda Bagwell

Prepared by:
ITUSA, LLC
Brian McCrary

REVISED October 27, 2022

REVISED October 27, 2022

October 18, 2022

Lee's Summit, MO
1200 SE Hamblen Road
Lee's Summit, MO 64081

Attention: Amanda Bagwell

Re: 12" & 18" FORCE MAIN LINING EMERGENCY PROPOSAL

1. INTRODUCTION

The City of Lee's Summit, MO, has two (2) force mains that needs rehabilitation. The Scruggs Road Pump Station is a submersible pump station that contains two dry weather pumps and two wet weather pumps. The dry weather pumps typically discharge to a 12-inch force main and the wet weather pumps discharge to an 18-inch force main. Both force mains run parallel to each other. **Insituform Technologies USA, LLC (ITL)** herein proposes to supply and install 12" and 18" Primus lining pricing for the labor, materials, equipment, and services set forth below for the referenced project. This pricing and schedule is budgetary and should not be used for construction or contracting purposes. The following information should be considered confidential:

Estimated Schedule:

Based on the information provided, current workload, and current lead-times, please consider the following high-level estimated schedule.

Description of activity	Anticipated / Estimated duration
Lead time for manufactured materials	4-6 weeks, after measurement of host Pipe ID
Mobilization of personnel and equipment	2-4 weeks
Installation and testing of Lining	2 weeks

2. ITL REHABILITATION SERVICES

ITL Rehabilitation of Force main services will include:

- Mobilization and demobilization of crew members (1 MOBILIZATION Included).
- Pre-installation CCTV of the Force Mains and confirming ID of host pipes.
- Pre-Installation cleaning (Loose debris and normal deposits only).
- Installation of Primus liner (installed by ITUSA, LLC).
- Pressure test of Primus product liner and fittings, prior to re-establishing user connections (if required). Insituform will leave a flanged end connection to tie onto.

Pipe access (or any excavation), bypass set up, and restoration activities are not included in the pricing or schedule duration shown above. Refer to the Responsibility Matrix (**Section 1**) for a detailed list of inclusions and exclusions.

3. EMERGENCY PROPOSAL

This 12" and 18" Force Main Rehabilitation pricing and schedule is based on the provided information, including GIS plans at the time when preparing this emergency proposal. Pricing is subject to adjustment depending on final design plans and specifications, pre-installation CCTV, or additional project information provided to ITL. Site layout details, including number of access pits, can influence the above price.

Pricing Schedule:

Item	Description	QTY	U / M	Unit Price	Price
1	Mobilization / Demobilization	1	L Sum	\$ 64,830.20	\$ 64,830.20
2	Clean / Install PRIMUS Liner - 12" Force Main	1800	L Ft	\$ 309.70	\$ 557,460.00
3	Clean / Install PRIMUS Liner - 18" Force Main	1800	L Ft	\$ 315.20	\$ 567,360.00
					\$ -
4	Remobilization between first installation and second installation [anticipated at 1 week]	1	L Sum	\$ 38,000.00	\$ 38,000.00
				TOTAL =	\$ 1,227,650.20
	ADD Performance / Payment Bond [if Required] 1.5%			1.50%	\$ 18,414.75
	ALL Lines ties for pricing			Grand TOTAL =	\$ 1,246,064.95
	Pricing is Tax Exempt				

4. ASSUMPTIONS

- Excavated / SHORED Pits shall be a minimum of 5' x 10' with 8-ft of host pipe removed and shored to OSHA/Insituform specifications.
- Traffic control (if required) by others.
- Dewatering of well points / pits - by others.
- All labor, materials and equipment for final tie in provided by other. Insituform will leave a flanged end connection to tie onto – [reconnections, system pressure test, restoration scopes, etc.] by others.
- Pricing based on provided GIS plans.

Please let us know if you have any questions. We appreciate the opportunity to provide this 12" and 18" Force Main Rehabilitation service estimate.

Best Regards,

Brian McCrary, P.E.
 Insituform Technologies USA, LLC
 1614 N.E. 83rd St. | Kansas City, MO 64118
 Cell: 816.206.7703 | www.Aegion.com
bmccrary@aegion.com

SECTION 1: Responsibility Matrix

ITEM	MATERIALS	RESPONSIBLE	
		ITL	OTHERS
1	Host pipe(s)		X
2	Valves, tees, reducers, hydrants, point repairs, leak repairs, and pipe fittings		X
3	Primus 12" and 18" Liner	X	
4	Fiber-Reinforced Polymer (FRP) spool termination pieces (if required)		N/A
5	Internal seals (i.e. WEKO-SEAL®, Trelleborg seals) (if required)		N/A
6	Restrained MJ MEGALUGS®, sleeves with all-thread rods, and closure pipe spool (see attached detail)		
7	Fittings, material, equipment for pressure testing	X	
8	Stated Internal Reinstatement service connection fittings (if required)		N/A
9	Stated External service connection fittings (if required)		N/A
ITEM	SERVICES	ITL	OTHERS
1	Construction and maintenance of ROW, staging areas, and installation/access points		X
2	Excavation of all open pits/access within entire scope, all pits to be open at same time and host pipe removed.		X
3	OSHA approved shoring/shielding and excavation maintenance		X
4	Remove section of host pipe in all pit locations, remove required appurtenances		X
5	Bypass system set-up, disinfection and operation and maintenance for existing pipeline (if required)		X
6	Dewatering of groundwater for all open excavations (if required)		X
7	Dust control (if required)		X
8	Traffic control (if required)		X
9	Dewatering of pipeline for cleaning and installation with limited/process acceptable water infiltration		X
10	Remove any bends, valves, hydrants, connections, pipe fittings or pipe deformations that are unacceptable obstructions to liner installation into host pipe		X
11	Excavation, point repairs, or other extraordinary remedy, to prepare host pipe for installation of CIPP		X
12	Process water to each inversion site, including fees, deposits, and charges.		X
14	Mobilization and demobilization one (1) time to and from jobsite	X	
15	Pre-installation CCTV and confirming measurement of existing host pipe	X	
16	Pre-installation cleaning (up to 3 passes). Loose debris and "normal" deposits only.	X	
17	Additional cleaning and CCTV mobilizations and/or setups		X
18	Disposal of material/deposits from pre-installation cleaning with all applicable permits		X
19	Installation of Primus Liner	X	
20	Internal mechanical reinstatement of service connections	-	-
21	External reinstatement of service connections, if internal reinstatement cannot be completed		X
22	Treatment or special disposal of water from cleaning or installation of liner, including permits		X
24	Post-installation pressure test of lined host pipe, prior to re-establishing user connections (if required).	X	
25	Bolt-up of lined/unlined host pipe sections to closure pipe spool (see attached detail)		X
26	Disinfection/ chlorination (if required)		X
27	Backfill and compaction of all open pits for pipe access, including all required testing		X
28	Surface restoration and reseeding of disturbed areas		X
29	Removal and disposal of any hazardous or toxic materials (if encountered), including permits		X
ITEM	OTHER	ITL	OTHERS
1	All required permitting and/or local licensing		X
2	Additional premiums for special insurance coverage(s) demanded by Owner/GC or others		X
3	Stand-by time for any delay or shut down due to Owner/GC or other parties particular to project		X
5	Toilet Facilities		X
6	Extraordinary or special training		X
7	Standard one-year construction warranty for liner	X	
9	Confined space safe entry practices	X	

SECTION 2: INCLUSIONS

- 12" & 18" Primus Installation
- Lining End Terminations
- Clean and TV Crew (basic cleaning, up to 3 passes)
 - Heavy cleaning will incur additional cost to the GC/Owner.
- PRIMUS Liner Pressure Test – 12" & 18".
- One [1] year standard construction warranty included.

SECTION 3: PRIME / Owner SHALL PROVIDE

- Dry access to both ends of pipe. If excavation is required, OSHA Shored Pit Excavations. Shall include dewatering of the excavation pits.
 - Four [4] Pit Locations anticipated [2-12" + 2-18" for PRIMUS Installations] – by Others
- Vacuum Boxes with Roll Off Truck support to collect and dispose of debris from cleaning process
- Disposal of debris and dump site
- Supervision/safety to review procedures and monitor project
- Installation of valves, tees, ARVs, etc.
- Water from nearby hydrant including valve/meter
- Potential adjustments to nearby utilities and features for lining installation.
- Flanged ends on host pipe (ANSI 150# bolt pattern)
- All Mechanical pipe work, cutting, welding, spool pieces, final tie ins
- Restorations including, but not limited to, pavement, easements, soils, grass seeds, etc.
- Final system pressure check
- Repairs to host pipe
- Initial dewatering/draining of the host pipe
- Access to pipe ends
- Traffic Control
- Bypass
- Permits
- Performance and Payment Bond NOT included. If required, please add 1.5% to the total project cost.

SECTION 4: Clarifications

- Pressure testing is performed prior to the installation or reconnection of service connections, fittings, valves, end spool pieces, etc.
- Note that Insituform expects no delays by the GC/Owner once on site to perform the scope of work. If delays are caused by either the owner, general contractor, or any other entity/reason outside of Insituform's control, Insituform will charge the general contractor \$1,200 per hour for the standby rate.
- Only pre-CCTV is included. No post-CCTV is included.
- If preliminary CCTV indicates previously unknown excessive damage or other extraordinary condition in the host pipe, this will be treated as a changed condition and the previously agreed upon scope of work and pricing may be subject to adjustment if design changes are agreed upon.
- If approved ITL project schedule is delayed due to unspecified point repairs, obstruction removals, or delays due to Owner/GC or other parties particular to project, the project scope and pricing may be subject to modification.
- Pipe bends, valves, air release valves, hydrant connections, or other pipe fittings not identified by provided information, project maps or as-built plans may change the project scope and pricing.
- A 2-inch approved water source with a 2-inch shut off valve with at least 50 psi of pressure, a 2-inch male cam lock and a valve is required at the defined pit locations. Insituform will follow all required backflow prevention and metering procedures. If no hydrant is available, Owner/GC shall be responsible for providing water onsite at each pit location with appropriate pressure and flow to not hinder production.
- Disposal facilities for debris provided by others
- Certificate of insurance with standard coverage provided by others
- Any restrictions on regular working hours may impact the price.
- ITL is not a union shop and shall not be subject to any union requirements or project labor agreements.
- Materials are assumed to be tax exempt.
- Escalation –
If, during the performance of this contract, any cost price determining factor considered by Contractor in determining the contract price significantly increases, through no fault of Contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Contractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Contractor's Vice President of Procurement. Due to the confidential nature of Contractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Contractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Contractor because of the shortage or unavailability of any raw materials, including resin, Contractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Contractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.

This estimate is subject to the Terms and Conditions at www.aegion.com/INSUSAPPTerms, which form an integral part of this estimate.

Offered By:

Brian T. McCrary P.E.

Business Development Manager – Kansas City
Insituform Technologies USA, LLC
1614 N.E. 83rd St. | Kansas City MO 64118
Mobile: 816.206.7703 | www.Aegion.com
bmccrary@aegion.com

Accepted By:

Signature

Name/Title

Organization

Accepted by:

Insituform Technologies USA, LLC | Aegion Corporation
580 Goddard Ave, Chesterfield, MO 63005
Office: 636.530.8000

Signature_____

Date: _____

Name/Title_____



SECTION 5: About the Company

COMPANY INTRODUCTION

CIPP Linings are an excellent choice for rehabilitating or replacing pipeline assets that have experienced internal or external corrosion. With comprehensive quality control measures (ISO) and proven installation procedures, Insituform Technologies offers an engineered product that provides a new pipe-within-a-pipe without a large amount of excavation. Along with our trusted partners we can provide turn-key pressure pipeline rehabilitation services including: CIPP lining installation, excavation, bypass, environmental survey, cleaning, CCTV investigation, and traffic control.

Insituform Technologies is a specialized engineer, manufacturer, and contractor dedicated solely to the design, supply, and installation of our InsituMain® lining systems. Our global team of specialists consists of over 5,000 employees operating from our strategically located global offices.

In 1971, Insituform Technologies developed and installed the first CIPP lining system. Since then, we have successfully installed over 30 million miles worldwide – many of which involving pressurized pipelines. In every project, we will leverage our unparalleled experience to ensure a successful project.

SAFETY & QUALITY

Aegion Corporation is the parent company for Insituform Technologies. All Aegion companies strive to provide consistent safety and quality throughout all aspects of business.

Safety

From the corporate office to the field crews, safety is a cornerstone of the Aegion business plan. One of our five core values, ZERO INCIDENTS ARE POSSIBLE, embodies this effort. We dedicate substantial time and resources into the training that is necessary to complete your project without incident. Crew members from all Aegion companies complete extensive safety training and follow a site-specific safety plan. A large network of safety support individuals, including top management, focuses on company-wide safety improvements and procedures.

Our manufacturing and installation processes have been developed to achieve peak product performance and ensure safety. This promotes a foundation for safety that is at the root of the Aegion culture.

Quality

Another Aegion value states BE BETTER. We never settle for the status quo and strive each day to do better and to be better. This not only means satisfying our customers' requirements today, but continuously improving the technology and materials for all products and services across our business segments.

Insituform Technologies is ISO 9001 certified for manufacturing and installation. This means we have in place documented management systems focused on fulfilling customer quality requirements, complying with regulatory requirements, enhancing customer satisfaction and achieving continual improvement. These standards include design, manufacturing and various installation services.

SELECT MUNICIPAL EXPERIENCE

Insituform Technologies has been installing cured-in-place pipe for over 45 years. We have rehabilitated more than 1 million linear feet of pressure pipe and have installed the InsituMain® system in more than 150,000 linear feet of pipelines from 24- to 48-inches in diameter.

AEGION CORPORATION

Aegion Corporation is the parent company for Aegion Coating Services, AllSafe Services, Brinderson, Corrpro Companies, EN-TECH Infrastructure, Environmental Techniques, Fibrwrap Construction Services, Insituform Technologies, MTC, Schultz, and Underground Solutions. Aegion's companies are global leaders in infrastructure protection and provide proprietary technologies and services for the corrosion protection of industrial pipelines and for rehabilitating and strengthening sewer, water, energy and mining piping systems, buildings, bridges and tunnels and waterfront structures.

The Aegion family includes some of the world's leading infrastructure protection and shielding companies serving the Municipal, Federal, Industrial, Mining, and Energy industries throughout the world. www.aegion.com