

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in article 7 of the Bid Form the following items shall be included with the submitted bidding documents:

✓	-	Properly Executed Bid Form (Including the acknowledgement of all Addenda)
✓	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall include an executed Power of Attorney.
✓	B1.	Identification of Minority Business Participation
✓	B2.	Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce

BID FORM

Project: Priority Sewer Rehabilitation Project – 2019

Bid From: Insituform Technologies, LLC

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	3
Article 7 – Attachments to this Bid	4
Article 8 – Defined Terms.....	4
Article 9 – Bid Submittal.....	5

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN OF APEX
P.O. BOX 250, 73 HUNTER STREET
APEX, NC 27502-0250**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>11/14/19</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	CIPP Rehabilitation of 8" Sewer	LF	8,020	26.50	\$ 212,530.00
2	CIPP Rehabilitation of 10" Sewer	LF	60	45.00	\$ 2,700.00
3	Cut Intruding Services Using Robotic Cutter	EA	3	300.00	\$ 900.00
4	Reinstate Service Using Robotic Cutter and Brush Smooth	EA	91	118.80	\$ 10,810.80
5	Trim Host Pipe at Service Connection Prior to Installing CIPP Liner	EA	1	1,000.00	\$ 1,000.00
6	Install CIPP Service Lateral Seal with 8" or 10" Main Line Connection (including approx. 1-foot of lateral liner)	EA	88	1,865.40	\$ 164,155.20
7	Remove Concrete from Manhole Invert	EA	3.0	350.00	\$ 1,050.00
Total of All Unit Price Bid Items					\$ 393,146.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 393,146.00
Three hundred ninety three thousand one hundred forty six & 00/100 dollars

Time of Completion

- 5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).
 - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.
 - 1. Identification of Minority Business Participation.
 - 2. Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
 - C. In accordance with GS 64-26(a), Bidders shall submit the E-Verify Affidavit to document that the work authorization of their employees has been verified through E-Verify. The Affidavit shall also document that the Bidders subcontractors comply with E-Verify.
 - D. In accordance with GS 143C-6A(a), Bidders shall submit the Iran Divestment Act Certification to document that the bidder affirms that they are not on the State Treasurer's Final Divestment List. The Certification shall also document that the Bidders subcontractors and vendors are in compliance.
 - E. Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
 - F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - G. Contractor's License No.: 42890 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- 6.02 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:
- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
 - B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.
- 6.03 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

Contractor’s License

- A. Number: 42890
- B. Classification: PU (Water Lines & Sewer Lines)
- C. Limitation: Unlimited

Employer’s Tax ID No.: 13-3032158

BIDDER: *[Indicate correct name of bidding entity]*

Insituform Technologies, LLC

Telephone Number: (636) 530-8000

Fax Number: (636) 530-8701

Contact Name and e-mail address: Diane Partridge, Contracting and Attesting Officer

dpartridge@aegion.com

This Bid Submitted by:

An Individual **N/A**

Name: _____
(Type or print)

By: _____
(Individual’s Signature)

Doing Business As: _____
(Type or print)

A Partnership **N/A**

Partnership Name: _____

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: _____

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

Name: _____
(Type or print)

Title: _____
(Type or print)

Attest: _____
(Signature of Corporate Secretary)

A Corporation

N/A

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Profession, Service, Limited Liability):

By: _____
(Signature, attach evidence of authority to sign)

Name: _____
(Type or print)

Title: _____
(Type or print)

Attest: _____ Corporate Seal
(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is _____.

Limited Liability Company – LLC

Name of LLC: Insituform Technologies, LLC

Name of State under whose Laws the Limited Liability Company
was formed: Delaware

By: 
(Signature of Manager)

Name: Diane Partridge
(Type or print)

Title: Contracting and Attesting Officer
(Type or print)

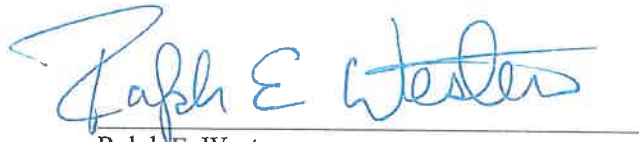
INSITUFORM TECHNOLOGIES, LLC

**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, 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: October 31, 2019



Ralph E. Western
President

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Insituform Technologies, LLC
17988 Edison Avenue, Chesterfield, MO 63005

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER (Name and Address):

Town of Apex
P.O. Box 250, 73 Hunter Street
Apex, NC 27502-0250

BID

Bid Due Date: **November 19, 2019**

Description (Project Name— Include Location): **Priority Sewer Rehabilitation Project-2019**

BOND

Bond Number: N/A

Date: **November 19, 2019**

Penal sum Five Percent of the Amount Bid \$ 5% Amount Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY Travelers Casualty and Surety

Insituform Technologies, LLC (Seal)

Company of America (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Diane Partridge
Signature

By:

Ashley Miller
Signature (Attach Power of Attorney)

Diane Partridge

Print Name

Ashley Miller

Print Name

Contracting & Attesting Officer

Title

Attorney-in-Fact

Title

Attest:

Janet Hass
Signature

Attest:

Amanda L. Williams
Signature

Title **Janet Hass, Contracting & Attesting Officer**

Title **Amanda L. Williams, Witness**

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of Missouri
County of St. Louis

On 11/19/2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ashley Miller known to me to be Attorney-in-Fact of

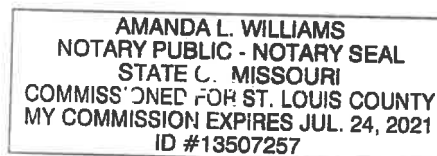
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Amanda L. Williams, Notary Public



My Commission Expires: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ashley Miller** of **Chesterfield Missouri**

, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

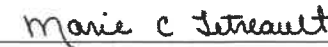
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19** day of **November**, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Identification of Minority Business Participation

I, Insituform Technologies, LLC

(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category
<i>N/A</i> <i>none</i>		

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 0.00.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of Insituform Technologies, LLC

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: Nov. 19, 2019 Name of Authorized Officer: Diane Partridge

Signature: *Diane Partridge*

Title: Contracting and Attesting Officer



Missouri
State of ~~North Carolina~~, County of St. Louis
Subscribed and sworn to before me this 19th day of Nov. 2019
Notary Public *Janet W. Hass*
My commission expires 11/27/20

License Year

2019

License No.

42890

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Insituform Technologies, LLC
Chesterfield, MO

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: PU (Water Lines & Sewer Lines)

until

December 31, 2019

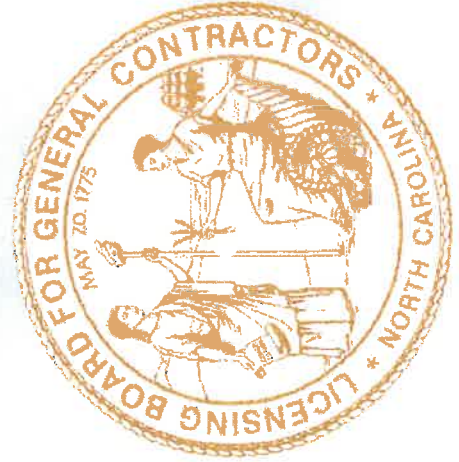
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2019

This certificate may not be altered.



J. T. P. [Signature]

Chairman

C. Frank Wiener

Secretary-Treasurer



NORTH CAROLINA

Department of the Secretary of State

CERTIFICATE OF AUTHORIZATION (Limited Liability Company)

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

INSITUFORM TECHNOLOGIES, LLC

a limited liability company organized under the laws of Delaware, was authorized to transact business in the State of North Carolina by issuance of a certificate of authority on the 20th day of January, 2012.

I FURTHER certify that the said limited liability company's certificate of authority is not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said limited liability company's certificate of authority is not revoked for failure to comply with the provisions of the North Carolina Limited Liability Company Act; and that a certificate of withdrawal has not been issued in the name of the said limited liability company as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 27th day of March, 2017.

Elaine F. Marshall

Secretary of State



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

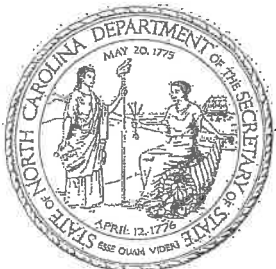
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

APPLICATION FOR CERTIFICATE OF AUTHORITY

OF

INSITUFORM TECHNOLOGIES, LLC

the original of which was filed in this office on the 20th day of January, 2012.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 20th day of January, 2012.

Elaine F. Marshall

Secretary of State

SOSID: 1239549
Date Filed: 1/20/2012 8:45:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C201201900484

State of North Carolina
Department of the Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR LIMITED LIABILITY COMPANY

Pursuant to §57C-7-04 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

- 1. The name of the limited liability company is INSITUFORM TECHNOLOGIES, LLC;
and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited liability company wishes to use is _____
- 2. The state or country under whose laws the limited liability company was formed is: Delaware
- 3. The date of formation was 03/27/1980; its period of duration is: Perpetual

4. Principal office information: (Select either a or b.)

- a. The limited liability company has a principal office.

The street address and county of the principal office of the limited liability company is:

Number and Street 17988 Edison Ave.
City, State, Zip Code Chesterfield, MO 63005 County St. Louis

The mailing address, if different from the street address, of the principal office of the corporation is:

- b. The limited liability company does not have a principal office.

5. The street address and county of the registered office in the State of North Carolina is:

Number and Street 327 Hillsborough Street
City, State, Zip Code Raleigh, NC 27603 County Wake

6. The mailing address, if different from the street address, of the registered office in the State of North Carolina is:

7. The name of the registered agent in the State of North Carolina is: Corporation Service Company

CORPORATIONS DIVISION
(Revised January 2002)

P. O. BOX 29622

RALEIGH, NC 27626-0622

(Form L-09)

APPLICATION FOR CERTIFICATE OF AUTHORITY
Page 2

8. The names, titles, and usual business addresses of the current managers of the limited liability company are:
(use attachment if necessary)

<u>Name</u>	<u>Business Address</u>
Joe Burgess	17988 Edison Ave. Chesterfield MO 63005
David F. Morris	17988 Edison Ave. Chesterfield MO 63005
David Martin	17988 Edison Ave. Chesterfield MO 63005

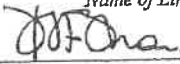
9. Attached is a certificate of existence (or document of similar import), duly authenticated by the secretary of state or other official having custody of limited liability company records in the state or country of formation. The Certificate of Existence must be less than six months old. A photocopy of the certification cannot be accepted.

10. If the limited liability company is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its managers adopting the fictitious name is attached.

11. This application will be effective upon filing, unless a delayed date and/or time is specified: _____

This the 9th day of January, 2012

INSITUFORM TECHNOLOGIES, LLC
Name of Limited Liability Company


Signature of Manager

David F. Morris, Manager
Type or Print Name

Notes:
1. Filing fee is \$250. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION
(Revised January 2002)

P. O. BOX 29622

RALEIGH, NC 27626-0622
(Form L-09)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSITUFORM TECHNOLOGIES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF JANUARY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSITUFORM TECHNOLOGIES, LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 1980.

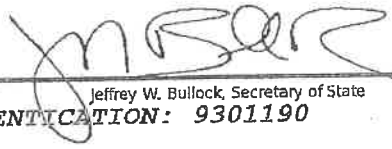
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

0889565 8300

120055443

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9301190

DATE: 01-17-12



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

December 21, 2018

DIANE PARTRIDGE
INSITUFORM TECHNOLOGIES, LLC
1819 JOHN MOORE RD
MONROE, NC 28110

Dear DIANE PARTRIDGE:

Subject: First Renewal as a Subcontractor

The information you submitted to the Department for approval as a Subcontractor has been reviewed and your firm has been approved for the following work codes:

001510:WATER/SEWER LINE INSTALLATION

Accordingly, the Department considers your firm prequalified as a Subcontractor until 12/31/2019. Failure to renew or requalify will result in removal from our prequalified contractors' list.

If at any time prior to your next renewal date there is a change in any information for your firm, please proceed to the following website and submit a notice of change in your firm's information:

<https://apps.ncdot.gov/vendor/prequal>

Sincerely,

A handwritten signature in cursive script that reads "Phyllis Scudder".

Phyllis Scudder
Qualification Officer
Contract Standards and Development
919-707-4815

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
CONTRACTUAL SERVICES UNIT
1509 MAIL SERVICE CENTER
RALEIGH, NC 27699-1509

Telephone: (919) 707-4800
Fax: (919) 250-4127
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DRIVE
BUILDING B
RALEIGH, NC 27610