



City of Aurora, IL

Engineering

Jason Bauer, Director of Public Works/City Engineer

44 E Downer Place, Aurora, IL 60502

[INSITUFORM] RESPONSE DOCUMENT REPORT

ITB No. 26-020

2026 Sanitary Sewer CIPP Lining

RESPONSE DEADLINE: February 25, 2026 at 11:00 am

Report Generated: Wednesday, February 25, 2026

Insituform Response

CONTACT INFORMATION

Company:

Insituform

Email:

bdonlon@azuria.com

Contact:

Brian Donlon

Address:

1334 Enterprise Drive
Romeoville, IL 60446

Phone:

(847) 284-7973

Website:

N/A

Submission Date:

Feb 25, 2026 9:43 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 25, 2026 8:27 AM by Brian Donlon

QUESTIONNAIRE

1. Bid Deposit*

Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov. Upon notification from the City, Bidder's must deliver ORIGINAL Bid Deposit within three (3) business days.

- [IDOT Bid Bond Form.pdf](#)

_Bid_Bond.pdf

2. NAASCO PACP Certification*

Please upload here.

Ronnie_Addison_PACP_Cert.pdf

3. Contact Information*

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

5c8c022e-d61b-4583-8a78-1938410eee36_COA_Contact_Information_(1).docx

4. References*

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

City of Park Ridge: 505 Butler Pl, Sarah Mitchell, [\(847\) 318-5455](tel:8473185455)

City of Wheaton: 303 W Wesley St, Sean Walsh [\(630\) 260-2107](tel:6302602107)

City of Wood Dale: 404 N 7th St, Alan Lange [\(630\) 787-3761](tel:6307873761)

Village of Mount Prospect: 1700 W Central Rd, Casey Botterman [\(847\) 870-5640](tel:8478705640)

5. Sub-Contractor List*

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

Municipal Underground Services

125 Brazos Dr

Danville, IN, 46122

(517) 626-9134

John Compton

National Power Rodding

2500 W Arthington St

Chicago, IL, 60612

(512) 928-1420

Todd Shobayo

6. Eligibility*

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Confirmed

7. Bidder's Tax Certification*

The Bidder's Executing Officer, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

Confirmed

8. Bidder's Certification*

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. As applicable, I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.

E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.

F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of “bid rigging” or “bid rotating” of any state or the United States.

G. As applicable, I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

Confirmed

9. Apprenticeship or Training Program Certification*

Please download the below documents, complete, and upload.

- [Aurora Training Program Cer...](#)

_Apprenticeship_Training_Program.pdf

10. Union/Apprenticeship Requested Documentation*

Please provide verification letter like sample attached.

- [Apprenticeship Program Lett...](#)

Laborers_Local_150_Apprenticeship_Certificates.pdf

Operators_and_Laborers_Certificates.pdf

11. Local Vendor Preference Application*

Please download the below documents, complete, and upload.

- [COA 2024 Local Preference V...](#)

_Vendor_Preference_Application.pdf

12. Standard City of Aurora Contract*

Please download the below documents, complete, and upload.

- [Sample Standard Contract IT...](#)

_Agreement.pdf

13. Additional Information

No response submitted

PRICE TABLES

SCHEDULE OF PRICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CIPP Sewer Full Length Lining, 8" Sanitary	7,675	LFOOT	\$46.18	\$354,431.50
2	CIPP Sewer Full Length Lining, 9" Sanitary	130	LFOOT	\$84.23	\$10,949.90
3	CIPP Sewer Full Length Lining, 10" Sanitary	1,820	LFOOT	\$47.38	\$86,231.60
4	CIPP Sewer Full Length Lining, 12" Sanitary	2,550	LFOOT	\$61.19	\$156,034.50
5	CIPP Sewer Full Length Lining, 15" Sanitary	470	LFOOT	\$76.56	\$35,983.20
6	CIPP Sewer Full Length Lining, 18" Sanitary	800	LFOOT	\$115.00	\$92,000.00
7	CIPP Sewer Full Length Lining, 20" Sanitary	340	LFOOT	\$113.59	\$38,620.60
8	CIPP Sewer Full Length Lining, 24" Sanitary	1,390	LFOOT	\$151.86	\$211,085.40

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	CIPP Sewer Full Length Lining, 30" Sanitary	385	LFOOT	\$153.28	\$59,012.80
10	CIPP Sewer Sectional Lining, 8" Sanitary	22	EACH	\$4,235.00	\$93,170.00
11	CIPP Sewer Sectional Lining, 9" Sanitary	3	EACH	\$4,510.00	\$13,530.00
12	CIPP Sewer Sectional Lining, 10" Sanitary	3	EACH	\$4,620.00	\$13,860.00
13	CIPP Sewer Sectional Lining, 12" Sanitary	8	EACH	\$4,840.00	\$38,720.00
14	CIPP Sewer Sectional Lining, 15" Sanitary	2	EACH	\$5,500.00	\$11,000.00
15	CIPP Sewer Sectional Lining, 18" Sanitary	1	EACH	\$6,600.00	\$6,600.00
16	CIPP Service Lateral Reinstatement	400	EACH	\$105.00	\$42,000.00
17	Cut Protruding Tap	75	EACH	\$150.00	\$11,250.00
TOTAL					\$1,274,479.50

ITEMS ORDERED BY ENGINEER

Line Item	Description	Unit of Measure	Unit Cost
18	Items Ordered by Engineer	ALLOWANCE	\$70,000.00

BID BOND FORM

Bid Bond MUST be uploaded electronically via the City's E Procurement System, OpenGov.



**Local Agency
Proposal Bid Bond**

Route Various
County Kane
Local Agency City of Aurora
Section 2026 Sanitary Sewer CIPP Lining #26-02

RETURN WITH BID

PAPER BID BOND

WE Insituform Technologies USA, LLC, 580 Goddard Avenue, Chesterfield, MO 63005 as PRINCIPAL,
and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 25 day of February, 2026

Principal

Insituform Technologies USA, LLC
(Company Name)

(Company Name)

By: Patrizia H. Sordillo
Patrizia H. Sordillo, Contracting & Attesting Officer

By: _____
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Travelers Casualty and Surety Company of America
(Name of Surety)

By: Dana A. Johnessee
Dana A. Johnessee, Attorney-in-Fact

STATE OF ~~ILLINOIS~~ Missouri
COUNTY OF St. Louis

I, Andrea McCarthy, a Notary Public in and for said county,
do hereby certify that Patrizia H. Sordillo & Dana A. Johnessee

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of February, 2026

My commission expires July 30, 2027

Andrea McCarthy Notary Public (Notary Public)

ELECTRONIC BID BOND



ANDREA MCCARTHY
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jul. 30, 2027
Commission # 15636518



**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 **Dana A. Johnessee** of **CHESTERFIELD**, **Missouri**, their true and lawful Attorney(s)-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 **21st** day of **April**, **2021**.



State of Connecticut

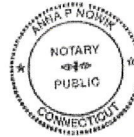
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 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.

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 each of the Companies, 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 25th day of February, 2026




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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



PACP Version 8 CERTIFICATE OF COMPLETION

PROUDLY PRESENTED TO

Ronnie Addison

Certification Number: P0047080-032024

Expiration Date: 3/29/2027

Sheila Joy

Sheila Joy
Executive Director



Note: The individual is not an employee or partner of NASSCO. The individual acknowledges and agrees that NASSCO does not supervise or control the individual and that NASSCO shall not be responsible for any acts or omissions of the individual.

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph:_(708) 326-5028

To place an order:

Name: Brian Donlon
Ph:_(847) 284-7973
Fax:___N/A
E-mail:___bdonlon@azuria.com_

Billing & Invoicing questions:

Name: Patrizia Sordillo
Ph:_(636) 530-2863
Fax:N/A
E-mail: psordillo@azuria.com

Questions:

Name: Patrizia Sordillo
Ph:_ 636) 530-2863
Fax:___N/A
E-mail: psordillo@azuria.com

Bidder's Name: Brian Donlon

Signature & Date: *Brian Donlon* (02-25-2026)

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.

- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Operating Engineers Local 150


Local Laborers 2 and 288

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: Insituform Technologies USA, LLC

By: 
(Signature)

Address: 580 Goddard Avenue, Chesterfield, MO 63005 Title Patrizia H. Sordillo, Contracting & Attesting Ofcr.



February 26, 2026

To: **City of Aurora**
44 E Downer Pl,
Aurora, IL 60505

Attn: To Whom it May Concern

Re: UCA Membership / Union Signatory Confirmation Letter

Dear Corrie,

This is to confirm that **Insituform Technologies USA, LLC.** (1334 Enterprise Drive, Romeoville, IL 60446) is currently and has been a member in good standing of UCA of IL since 1994. They are signatory on the current Chicago Laborers District Council contract (dated 06/01/2021 – 05/31/2026) and Local 150 Operating Engineers contract (dated 06/01/2024 – 05/31/2027). They are in good standing with both unions.

Please let me know if I can be of further assistance.

Sincerely,

Michael Wiedmaier
Executive Director

February 25, 2026

Insituform Technology USA

530 Goddard Ave
Chesterfield, MO 63005-1189

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Insituform Technology USA is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprentice Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2025: 306
2024: 265
2023: 190
2022: 125
2021: 86

Regards,



Alfredo Ascencio
Director of Apprenticeship

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale

Management Trustees

David Lorig, *Secretary*
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
William Vignocchi

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188



Chicago
5700 West Homer St.
Chicago, IL 60639

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date

IL017990001

Registration No.



John V. Kelly

Administrator, Office of Apprenticeship



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: _____
- 2) Name of Business: _____
- 3) Address of Local Office: _____
- 4) City, State, Zip: _____
- 5) Company's Web Address: _____
- 6) Phone: _____ Fax: _____
- 7) County your Local Business is Located In: _____

Submitted By (Signature): PHSe

Print Name and Title: _____

Email Address: _____

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
 - a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____ (“Effective Date”), for the (Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Insituform Technologies USA, LLC (“Bidder”), located at 580 Goddard Avenue, Chesterfield, MO 63005.

WHEREAS, the City issued an Invitation to Bid (“ITB”) on February 25, 2026, for the 2026 Sanitary Sewer CIPP Lining; and

WHEREAS, the Bidder submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City awarded a contract to Bidder, Insituform Technologies USA, LLC.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents.

The Agreement shall be deemed to include this document, Bidder’s response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid February 25, 2026.

In connection with the ITB and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services.

Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1.

3. Term.

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

CITY OF AURORA, ILLINOIS

(Contractor) INSITUFORM TECHNOLOGIES USA, LLC

SIGNATURE

Jolene Coulter

FULL NAME

DATE SIGNED

Director of Purchasing

TITLE



SIGNATURE

Patrizia H. Sordillo

FULL NAME

February 25, 2026

DATE SIGNED

Contracting & Attesting Officer

TITLE