

Agmt. #402

## Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2007-0786

Multi Year: ☐

Amount \$687,393.50

Contract Type:

Addendum

Contractor's Name:

Insituform Technologies

Contractor's AKA:

Execution Date:

12/17/2007

Termination Date:

12/31/2008

Renewal Date:

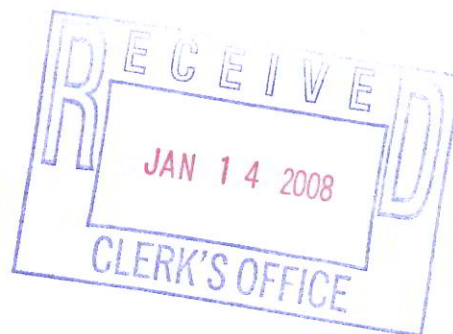
Department:

Public Works/Water & Sewer

Originating Person:

John Ingram

Contract Description: Rehab of 77th Avenue Storm Sewer Lining



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100

December 18, 2007



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

Ms. Jana Lause  
Contract Specialist  
Insituform Technologies USA, Inc.  
17988 Edison Avenue  
Chesterfield, MO 63005

**RE: *ADDENDUM B TO TRENCHLESS SANITARY SEWER REHABILITATION PROJECT***

Dear Ms. Lause:

Enclosed are two (2) copies of Addendum B to the Trenchless Sanitary Sewer Rehabilitation contract dated March 23, 2007. This addendum is in response to the proposal dated November 30, 2007 for 2007 CIPP Lining 1285' of 73" x 55" CMP Pipe in an amount not to exceed Six Hundred Eighty-Seven Thousand Three Hundred Ninety-Three and 50/100 (\$687,393.50) Dollars. Please sign both copies and return one fully execute contract to me at the address below:

Denise Domalewski  
Contract Administrator  
Village of Orland Park  
14700 S. Ravinia Ave.  
Orland Park, IL 60462

The purchase order will be issued once the contract is received in my office.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: John Ingram

**ADDENDUM B TO "TRENCHLESS SANITARY SEWER  
REHABILITATION AGREEMENT" DATED MARCH 23,  
2007 BETWEEN THE VILLAGE OF ORLAND PARK,  
ILLINOIS ("VILLAGE") AND INSITUFORM  
TECHNOLOGIES USA, INC. ("CONTRACTOR").**

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement or previously issued Addenda, the provisions of this Addendum shall control.
2. In **SECTION 1: THE CONTRACT DOCUMENTS:**, of said Agreement, the words "Proposal submitted by contractor on November 30, 2007 to the extent it does not conflict with this contract" shall be added to the end of the section.
3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT:**, of said Agreement shall be stricken in its entirety and replaced with the following language:

**"SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Rehabilitation of sewer lines using the Cured-in-place Pipe (CIPP) as described in the CONTRACTOR'S proposal dated November 30, 2007 (hereinafter referred to as the "WORK") and the VILLAGE agrees to pay CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

|                                   |                    |              |
|-----------------------------------|--------------------|--------------|
| 70 inch CIPP Insituform           | 1285LF @ \$ 521.30 | \$669,870.50 |
| Site Preparation and Pipe Closure | 1LS @ \$17523.00   | \$ 17,523.00 |

TOTAL: An amount not to exceed Six Hundred Eighty-Seven Thousand Three Hundred Ninety-three and 50/100 (\$687,393.50) Dollars (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

4. In **SECTION 7: NOTICE:** of said Agreement, the wording under "To the VILLAGE" shall be stricken in its entirety and replaced with the following:  
Denise Domalewski  
Contract Administrator  
Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orland-park.il.us
5. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.



**ADDENDUM B TO "TRENCHLESS SANITARY SEWER  
REHABILITATION AGREEMENT" DATED MARCH 23,  
2007 BETWEEN THE VILLAGE OF ORLAND PARK,  
ILLINOIS ("VILLAGE") AND INSITUFORM  
TECHNOLOGIES USA, INC. ("CONTRACTOR").**

6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the 18th day of December 2007, shall be attached to and form a part of the Agreement and shall take effect upon signature below by duly authorized agents of both parties.

**AGREED AND ACCEPTED**

**FOR: THE VILLAGE**

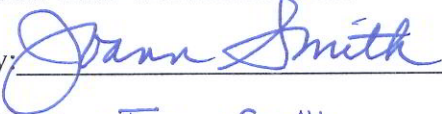
By: 

Print Name: Ellen J. Baer

Its: Acting Village Manager

Date: December 17, 2007

**FOR: THE CONTRACTOR**

By: 

Print Name: Joann Smith

Its: Assistant Secretary

Mr. John Ingram  
Village of Orland Park  
15655 Ravinia Drive  
Orland Park, IL 60462  
Fax (708) 403-8798

November 30, 2007

**Re: 2007 CIPP Lining 1285' of 73" x 55" CMP Pipe**

Dear Mr. Ingram,

Insituform Technologies USA, Inc. appreciates the opportunity to submit the following proposal for Insituform® (Cured-in-Place Pipe):

|              | Description                       | Qty   | Unit | Price        | Total                |
|--------------|-----------------------------------|-------|------|--------------|----------------------|
| 1.           | 70 inch CIPP Insituform®          | 1,285 | LF @ | \$ 521.30    | \$ 669,870.50        |
| 2.           | Site Preparation and Pipe Closure | 1     | LS @ | \$ 17,523.00 | \$ 17,523.00         |
| <b>Total</b> |                                   |       |      |              | <b>\$ 687,393.50</b> |

Bid item #2 includes the following items:

**A.) WORK TO BE PERFORMED:**

**Remove Top Section of 72" Culvert**

- 1.) **Pipe**
- 2.) **Install Footings on Each Side of Culvert Pipe**
- 3.) **Install a Build Over Manhole (Doghouse) & Set on Footings**
- 4.) **Install Flat Top Over Doghouse**
- 5.) **Adjust Final Elevation with Adjusting Rings**
- 6.) **Install Frame & Closed Lid**

**B.) INCLUDED IN THE ABOVE WORK:**

- 1.) **Excavation**
- 2.) **Spoils Removal**
- 3.) **Restore Dig Area with Topsoil and Seed**

**C.) NOTES:**

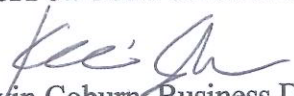
- 1.) **If conditions do not permit the use of a doghouse because of depth, Wing Walls will be installed in lieu of footings. The flat top would then be installed on Wing Walls.**

**EXTRA:**

- ♦ **Excavation Point Repairs (at collapses and other obstructions unable to be removed with conventional sewer cleaning equipment), and related restoration.**

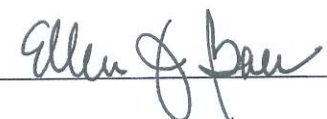
All terms and conditions of the existing contract will apply. If it is your intent to proceed with this work, please acknowledge acceptance of this proposal on page two within 60 days, and return a signed copy to Insituform Technologies USA, Inc.

**Very Truly Yours,  
INSITUFORM TECHNOLOGIES USA, INC.**

  
Kevin Coburn, Business Development Manager  
630-842-8539 Cell

\*\*\*\*\*

Accepted: *VILLAGE OF ORLAND PARK, ILLINOIS*

Signed: 

Printed Name/Title: *Ellen J. Baer, Acting Village Manager*

Date: *12/18/07*

Is this Project Tax Exempt? *yes* If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? *no*

Are there wage rates? *yes* If yes, please provide a copy of the wage rates.

**This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.**

**Accepted By:** Insituform Technologies USA, Inc.

By:   
*Joann Smith, Asst. Secretary*  
Date: *12/19/07*

BOND RIDER

To be attached to and form part of a Performance and Payment Bond

Bond No. 104901058, dated March 23 2007

issued to Insituform Technologies USA, Inc.

as Principal, and Travelers Casualty and Surety Company of America

as Surety, in favor of Village of Orland Park, IL

\_\_\_\_\_, as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as checked below:

( ) Name of Principal changed to: \_\_\_\_\_

( ☒ ) Amount of bond changed from: Four Hundred Thousand and 00/100 -----

----- (\$ 400,000.00 ) DOLLARS,

to: One Million Two Hundred Nineteen Thousand Two Hundred Forty Nine and 00/100 -----

----- (\$ 1,219,249.00 ) DOLLARS,

( ) Other: \_\_\_\_\_

Said Bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This Bond Rider shall become effective as of December 19 2007.

Signed, sealed and dated December 19, 2007.

Travelers Casualty and Surety Company of America

By: Andrew P. Thome  
Andrew P. Thome Attorney-in-Fact



State of Missouri  
County of St. Louis

SS:

On **December 19, 2007** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** 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 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



My Commission Expires \_\_\_\_\_

A handwritten signature in cursive script that reads "Dana A. Dragoy".

**Dana A. Dragoy**  
**Notary Public**





## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218407

Certificate No. 002049241

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Justine P. Weber, Kristian L. Lucas, Anne M. Gliedt, Stephanie L. Klearman, Peter J. Mohs, and Helen A. Antoine

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 7th day of November, 2007.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

*George W. Thompson*  
George W. Thompson, Senior Vice President

On this the 7th day of November, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2011.



*Marie C. Tetreault*  
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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19 day of December, 20 07.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.