

FILED

SEP 20 2006

By The
Office of The City Clerk

DEPARTMENT OF UTILITIES
ENGINEERING SERVICES

CITY OF SACRAMENTO
CALIFORNIA

1391- 35TH AVENUE
SACRAMENTO, CA 95822

916-808-1400
FAX 916-808-1497 or 1498

Insituform Technologies Inc

**Cured-In-Place Pipe Rehabilitation, 2006
PN: XI61**

September 13, 2006

To All Potential Bidders:

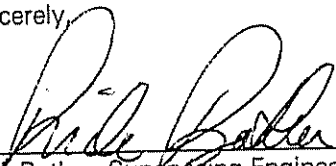
Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

- (a) By acknowledging receipt on the sealed proposal in the space provided.
- (b) By separate letter or telegram which includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the office of the City Clerk, 915 I Street, Plaza Level Sacramento CA 95814, prior to the hour and date specified for receipt of bids, **may result in rejection of your offer**. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the Project Name and the Addendum Number and is received prior to the hour and date specified for bid opening.

For any questions related to this addendum, contact the Project Manager, Brett C Grant at (916) 808-1413.

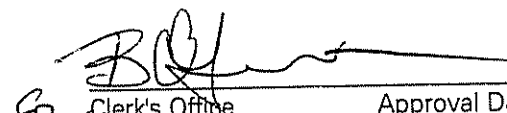
Sincerely,



Rick Batha, Supervising Engineer

addendum
Enclosure

cc: Distribution List
Planholders



for Clerk's Office Approval Date

ADDENDUM NO. 1 DATE: September 13, 2006

Cured-In-Place Pipe Rehabilitation, 2006 (PN:XI61)

Item #1 -

Replace entire yellow Bid Proposal with the attached light green Bid Proposal.

Contractor's Name: Insituform Technologies, Inc.
(Please print)

Insituform Technologies, Inc.
702 Spring Street
Chesterfield, MO 63005

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than Wednesday, September 20, 2006, at the Office of the City Clerk, Historic City Hall, at 915 I Street, 1st Floor, Sacramento, California and opened at 2:00 PM. or as soon thereafter as business allows, on September 20, 2006 by the Office of the City Clerk, 915 I Street, Historic City Hall, Hearing Room 2nd Floor, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

CURED-IN-PLACE-PIPE REHABILITATION 2006
(XI61)

in the City and County of Sacramento, California.

TOTAL BID: TWO HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED FORTY TWO AND NO CENTS (\$ 297,552.⁰⁰)

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 15,400. ⁰⁰	\$ 15,400. ⁰⁰
2	Preconstruction Photographs	1	LS	\$ 500. ⁰⁰	\$ 500. ⁰⁰
3	Point Repairs	31	LF	\$ 850. ⁰⁰	\$ 26,350. ⁰⁰
4	6-Inch CIPP Liner to Install	1268	LF	\$ 49. ⁰⁰	\$ 62,132. ⁰⁰
5	8-Inch CIPP Liner to Install	1350	LF	\$ 44. ⁰⁰	\$ 59,400. ⁰⁰
6	12-Inch CIPP Liner to Install	695	LF	\$ 52. ⁰⁰	\$ 36,140. ⁰⁰
7	Laterals, to Reinstate Internally	91	EA	\$ 400. ⁰⁰	\$ 36,400. ⁰⁰
8	Laterals, to Reinstate Externally	4	EA	\$ 2650. ⁰⁰	\$ 10,600. ⁰⁰
9	Inside Drop Connection, to Construct	2	EA	\$ 2,125. ⁰⁰	\$ 4,250. ⁰⁰
10	Manhole Flow Channel and Bench to Construct	2	EA	\$ 2,335. ⁰⁰	\$ 4,670. ⁰⁰
11	Manhole, to Rehabilitate	19	EA	\$ 1,860. ⁰⁰	\$ 35,340. ⁰⁰
12	Flusher Branch to Remove and Replace	2	EA	\$ 3,185. ⁰⁰	\$ 6,370. ⁰⁰

TOTAL BID: \$ 297,552.⁰⁰

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or the Notice to Proceed has been prepared, whichever is applicable.

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When the unit price of an item is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure derived by multiplying the item unit price times the Engineer's estimate of the quantity of work to be performed for said item, the item unit price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the City's bidding procedures. The total paid for each such item of work shall be based upon the item unit price and not the total price.

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period of seventy (70) working days commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **four hundred dollars (\$400.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work. Additionally, the Contractor shall provide written documentation with the bid of previous successful experience in installation of the CIPP Thermosetting Resin pipe, in accordance with the following:

- The Contractor shall be certified and licensed, by the manufacturer, for the CIPP lining installation process. Documentation of the licensing and training certification from the manufacturer for the foreman and the installers who will perform the actual lining process shall be provided with the bid package.
- The Contractor shall provide documentation for a minimum of three (3) projects of similar size and scope for installation of CIPP Thermosetting Resin pipe performed by the Contractor for a municipality or other agency within the last 5 years. The documentation for each project shall describe the work performed, the contract amount and duration, and the time period of performance, and shall include the name, address and telephone number of the owner agency or municipality. The documentation also shall include the name of a contact person for each owner who is familiar with the work performed. This documentation shall be provided with the bid package.
- A bid that does not include the above required documentation shall be rejected as non-responsive.

The undersigned has carefully checked all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. The City reserves the right to reject any and all bids.

INSITUFORM TECHNOLOGIES, INC.

Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, Inc., a Delaware corporation (the "Corporation"), hereby certifies that:

1. The following is a true and correct excerpt from the By-laws of the Corporation:

Chief Executive Officer Appointments. The Chief Executive Officer may from time to time appoint such officers of operating divisions, and such contracting and attesting officers, of the Corporation as the Chief Executive Officer may deem proper, who shall have such authority, subject to the control of the Board, as the Chief Executive Officer may from time to time prescribe

2. The Chief Executive Officer of the Corporation has, pursuant to the above authority, duly appointed (a) H. Douglas Thomas to the position of Vice President Rehabilitation – Project Support and (b) Joann Smith and Denise L. Carroll as Contracting and Attesting Officers of the Corporation. Each of the foregoing have been fully authorized and empowered by the Chief Executive Officer of the Corporation: "(i) to certify and to attest the signature of any officer of the Corporation, (ii) to enter into and to bind the Corporation to perform pipeline rehabilitation activities of the Corporation and all matters related thereto, including the maintenance of one or more offices and facilities of the Corporation, (iii) to execute and to deliver documents on behalf of the Corporation and (iv) to take such other action as is or may be necessary and appropriate to carry out the projects, activities and work of the Corporation."

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary, this 22nd day of November, 2005.

Insituform Technologies, Inc

By: Suta Tungsiripat
Suta Tungsiripat
Assistant Secretary

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
 - a. Abide by the terms of the statement
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below

EXCEPTION: None

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form		

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury

CONTRACTOR'S NAME: Insituform Technologies, Inc.

BY: [Signature] V. President Rehabilitation Date: September 20, 2006
Signature Title Project Support

Effects of violations: a. Suspension of payments under this contract b. Suspension or termination of the contract c. Suspension or debarment of the contractor from receiving any contract from the City of Sacramento for a period not to exceed five years

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening to be considered responsible. On June 8, 2004, the City Council adopted Resolution No. **CC2004-433**, establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. **C2004-433** by completing all of the questions contained in this questionnaire. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a responsible bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a responsible bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

QUESTIONNAIRE

NOTICE: All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years.

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:

Insituform Technologies, Inc. 758411 Class A expires 1/31/07

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

Yes No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

Yes No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

Yes No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes No

Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes No Not applicable

OR

- B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes No Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes No

Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

9. Answer either subsection A or B, as preferred:

- A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes No

OR

- B. In the last three years has your firm had a three year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against an owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

- In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against an owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at, on Chesterfield, MO on September 20, 2006
(Location) (Date)

Signature: 

Print Name: H. Douglas Thomas, . Vice

Title: President Rehabilitation Project Support

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to contracts for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use of occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees; "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Insituform Technologies, Inc.

Name of Contractor

702 Spirit 40 Park Drive Chesterfield, MO 63005

Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50 00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

September 20, 2006

Date

H. Douglas Thomas

Print Name

Vice President Rehabilitation Project Support

Title

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

You May . . .

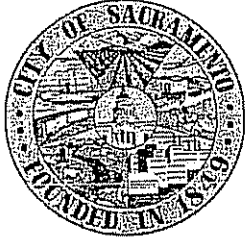
- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

DATE BID OPENED <u>9-20-06</u>
EMPLOYEE INITIALS <u>V.M.</u>
MARK ONE BOX FOR EACH ITEM ONLY
BID SECURITY.
() NONE REQUIRED
(X) PROPERLY SIGNED
BID DEPOSIT TYPE
(X) BID BOND
() CALIF. BANK CASHIER'S CHECK
() CERTIFIED CHECK
() CASH
() CALIF. BANK MONEY ORDER
AFTER AWARD OF BID
() SECURITY RETURNED
() SECURITY ACCEPTED
EMPLOYEE INITIALS _____
DATE _____

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- | | |
|---|---|
| - Bereavement leave | - Moving expenses |
| - Disability, life and other types of insurance | - Pension and retirement benefits |
| - Family medical leave | - Vacation |
| - Health benefits | - Travel benefits |
| - Membership or membership discounts | - Any other benefits given to employees |

If you feel you have been discriminated against by your employer . . .

You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.



**Insituform
Technologies, Inc.**

Worldwide Pipeline
Rehabilitation

702 Spirit 40 Park Drive
Chesterfield, MO 63005

Tel: (636) 530-8000
Fax: (636) 530-8744
www.insituform.com

January 6, 2006


RE: **Installer Certification**

To Whom It May Concern:

Please be advised that Insituform Technologies is a vertically-integrated pipeline rehabilitation company. As such, Insituform is not only the manufacturer of the cured-in-place pipeline rehabilitation system of the same name, but also offers the benefits of a full research and development department, licensed engineers on staff for design of products to suit each individual situation, and regional contracting offices that perform all field services including installation.


This letter shall serve to certify that Insituform Technologies, Inc. is authorized to install Insituform products supplied by Insituform Technologies, Inc.

Sincerely,
INSITUFORM TECHNOLOGIES, INC.



Alexander J. Buehler
Vice President
Sales and Marketing
STATE OF MISSOURI
COUNTY OF ST. LOUIS

Subscribed and sworn to before me this 06th day of January in the year 2006.



Notary Public

" NOTARY SEAL "
Lori K. Finifrock , Notary Public
St. Charles County, State of Missouri
My Commission Expires 1/21/2009
Commission Number 05407088



**Insituform
Technologies, Inc.**

Worldwide Pipeline
Rehabilitation

702 Spirit 40 Park Drive
Chesterfield, MO 63005

Tel: (636) 530-8000
Fax: (636) 519-8010
www.insituform.com

CERTIFICATE

September 20, 2006

City of Sacramento
915 I St, 2nd Floor
Sacramento, CA 95814

RE: Cured-IN-Place-Pipe Rehabilitation 2006

To Whom It May Concern:

This letter certifies that Insituform Technologies, Inc, is both the manufacturer and installer of the Insituform product. Each of Insituform's superintendents, foremen and installers, go through extensive in-house training programs to provide supervisory and installation services on all the Insituform projects, and are authorized to install such products.

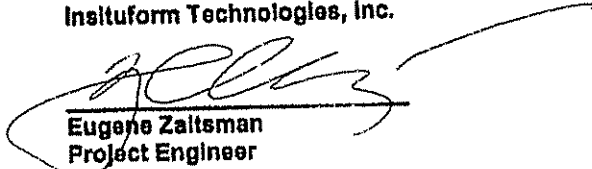
Below are the individuals we anticipate will perform the work for the above referenced project.

Superintendent	Seth Marlin
Foreman	Tommy Petanovich
Installers	Phil Meyers
	Scott Silva

Please contact us directly with any questions you may have.

Sincerely,

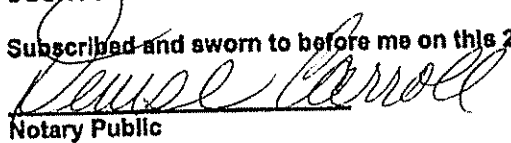
Insituform Technologies, Inc.



**Eugene Zaltsman
Project Engineer**

**STATE OF MISSOURI
COUNTY OF ST. LOUIS**

Subscribed and sworn to before me on this 20th day of September 2006.



Notary Public

<p>DENISE L. CARROLL Notary Public - Notary Seal State of Missouri Pike County My Commission Expires Dec. 5, 2009 Commission # 05399892</p>
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Insituform
Technologies, Inc.

STATEMENT OF EXPERIENCE (PARTIAL LIST)

Project	Contract Amount	Date Completed	Owner Name	Owner Address	Contact Person	Phone Number	Pipe Diameter	Lineal Feet of CIPP Installed	Manufacturer of CIPP
ROW and Easements -Phase "A" K02104A	\$ 18,000,000.00	Feb-05	City of San Diego	9192 Topaz Way, San Diego, Ca 9223	Margaret Liggs	858-854-4494	8'-12"	42,000	Insituform Technologies, Inc.
2004 Sanitary Sewer Mains Lining Project - Ph. I	\$ 337,507.00	Sep-04	Town of Hillsborough	1600 Floribunda Ave, Hillsborough, CA 94010	Dave Bishop	850-375-7488	6'-30"	6,882	Insituform Technologies, Inc.
2004 Sewer Rehabilitation Project Phase III	\$ 3,425,713.00	Oct-04	City of Reno	350 South Center Street, Suite 400 Reno, NV 89	Gene A. Jones	775-334-2458	8'-42"	23,429	Insituform Technologies, Inc.
Huntington Harbour Sewer Project	\$ 1,573,821.00	Mar-03	City of Huntington Beach, CA	2000 Main Street, Huntington Beach, CA 92648	Dave Vermone	714-375-8471	8'-15"	39,689	Insituform Technologies, Inc.
City Wide Trenchless Sewer Rehabilitation 2002-03	\$ 449,998.00	Jul-02	City of Upland, CA	1370 N. Benson Avenue, Upland CA 91785	Steve Gapuzan	909-931-4270	8"	25,553	Insituform Technologies, Inc.
2002 Sewer Reine Project	\$ 379,882.00	Oct-02	City of Big Bear Lake, CA	42040 Garstin Dr, Big Bear Lake, CA 92315	Jerry Vanline	909-866-7521	6'-16"	6,100	Insituform Technologies, Inc.
Wastewater Rehabilitation 2002 Basin	\$ 1,635,275.00	Jan-03	City of Eugene, OR	244 East Broadway, Eugene, OR 97401	Mark Schoening	541-682-5560	6'- 27"	24,155	Insituform Technologies, Inc.
L-405 at NE 8th Street Sewer Pipe Refining	\$ 86,895.00	Dec-02	City of Bellevue, WA	11511 Main Street, Bellevue, WA 98009-9012	Abu Santos	425-452-6456	8', 12' & 12.1"	1,230	Insituform Technologies, Inc.
Small Diameter Rehabilitation Project	\$ 6,000,000.00	Mar-02	City of Phoenix, AZ	200 West Washington St., Phoenix, AZ 85003	Blaine Robinson	602-262-4709	8' & 12"	171,000	Insituform Technologies, Inc.
2001 E. Blanco Rd. Sanitary Sewer	\$ 479,952.00	Sep-02	City of Salinas	200 Lincoln Ave, Salinas, CA 93901	Lynn Mau	831-758-7241	24&27"	2,750	Insituform Technologies, Inc.
Small Diameter 2001 project	\$ 1,800,000.00	Sep-01	City of Huntington Beach	2000 Main Street, Huntington Beach, CA 92648	Dave Vermone	714-375-8471	8'-15"	51,000	Insituform Technologies, Inc.
I&I Sewer Main Repair 2000	\$ 198,750.00	Jun-01	Sanitary Dist. No. 2 of Corte Madera, CA	300 Tamalpais Drive, Corte Madera, CA 94925	David Bracken	415-927-8801	6' - 10"	6,574	Insituform Technologies, Inc.
1998 Annual CIPP Contract	\$ 500,000.00	Aug-03	City of Seattle, WA	710 Second Avenue, Seattle, WA 98104	Kathy Renee	206-615-1709	8' - 36"	24,663	Insituform Technologies, Inc.
Boeing Field Earth Quake Repairs	\$ 494,621.00	May-01	King County Int'l Airport, Boeing Field, WA	7233 Penmeier Rd. S., Seattle, WA 98108	Rick Renaud	206-296-7427	6' - 12"	5,049	Insituform Technologies, Inc.
EC Repair Base Sanitary Sewers, Phase 2 & 3	\$ 2,318,910.83	May-01	McChord Air Force Base, WA	P.O. Box 4178, McChord AFB, WA 98438-0178	Sgt. Benjamin	253-882-2532	6' - 18"	40,946	Insituform Technologies, Inc.
Sewer Rehabilitation for Downtown	\$ 230,000.00	Mar-01	City of Casa Grande, AZ	510 E. Florence Blvd., Casa Grande, AZ 85222	Robert Jackson	520-421-8600	8"	5,750	Insituform Technologies, Inc.
CIPP 2000 Project	\$ 1,000,000.00	Dec-00	City of Laguna Beach		Fred Shahidi	949-467-3311	8"	25,000	Insituform Technologies, Inc.
Peach Ave/Letterman Park Sewer Improve.		Dec-00	City of Clovis, CA	1033 Fifth Street, Clovis, CA 93612	Tim Barker	559-287-2356	12"	1,401	Insituform Technologies, Inc.
2000 WPA Sewer Rehabilitation	\$244,166.69	Nov-00	City of Issaquah, WA	P.O. Box 1307, Issaquah, WA 98027	Tony Nguyen	425-837-3437	8"	6,116	Insituform Technologies, Inc.
Year 2000 Sewer Pipe Rehabilitation	\$1,088,726.64	Oct-00	Unified Sewerage Agency, OR	155 N. First St., Suite 270, Hillsboro, OR 97124	Steve Lampert	503-846-3630	6' - 12"	12,477	Insituform Technologies, Inc.
City Wide Sewer Main Rehabilitation Project	\$1,200,000.00	Sep-00	City of Arcata, CA	736 F Street, Arcata, CA 95521	Doby Class	707-825-2173	6' - 21"	23,406	Insituform Technologies, Inc.
Lemmon Valley - Horizon Hills Sewer Rehab		Sep-00	Washoe County, NV	7930 Energy Way, Reno, NV 89502	Juan Esparza	775-954-4600	6' & 8"	3,767	Insituform Technologies, Inc.
Sanitary Pipe Lining - 2000	\$146,970.00	Aug-00	City of Calistoga, CA	1232 Washington Street, Calistoga, CA 94515	John Draper	707-942-2900	8"	771	Insituform Technologies, Inc.
Small Diameter Rehabilitation Project		Jun-00	City of Moscow, ID	P.O. Box 8203, Moscow, ID 83843	Dean Weyen	208-883-7030	8' & 10"	3,695	Insituform Technologies, Inc.
2000 Sewer Rehabilitation Project	\$313,779.69	Jun-00	City of Glendale, AZ	6829 N. 58th Drive, Glendale, AZ 85301	Glen Compton	623-930-3633	8"	7,000	Insituform Technologies, Inc.
Howard Volium Park Sanitary Sewer Rehab	\$157,656.66	Apr-00	Tektronix, Beaverton, OR	P.O. Box 617, Lewiston, ID 83501	Merrill Donlon	208-746-1316	8"	9,192	Insituform Technologies, Inc.
Cured In Place Pipe Rehab 2000	\$972,567.79	Mar-00	McChord Air Force Base, WA	1395 - 35th Avenue, Sacramento, CA 95822	Brett Grant	916-264-1413	6' - 15"	6,191	Insituform Technologies, Inc.
EC Repair Base Sanitary Sewers, Phase 1		Mar-00	Pima County, AZ	201 N. Stone Ave., Tucson, AZ 85701	Judy Lincoln	520-740-2651	8"	2,000	Insituform Technologies, Inc.
Newton Creek Basin Sewer Lining Project		Feb-00	Roseburg Urban Sanitary Authority, OR	P.O. Box 1185, Roseburg, OR 97470	Ronald Thames	541-672-1551	8' & 18"	1,548	Insituform Technologies, Inc.
South Natomas Sewershed Rehab Project		Jan-00	County San. Dist. 1 of Sacramento County, CA	627 Seventh St., Sacramento, CA 95814	Christoph Dobson	916-875-7123	6' - 15"	3,411	Insituform Technologies, Inc.
Wastewater Collection System Improvements		Dec-99	City of Deppos Bay, OR	570 SE Shell, Deppos Bay, OR 97341	Terry Owings	541-765-2361	8"	3,968	Insituform Technologies, Inc.
I&I Sewer Main Repair, Project No. 99-201		Dec-99	Sanitary Dist. No. 2 of Corte Madera, CA	300 Tamalpais Drive, Corte Madera, CA 94925	David Bracken	415-927-8801	6' - 12"	5,786	Insituform Technologies, Inc.
1999 Sewer Line Rehab, Project B.251-5		Aug-99	City of Incline Village, NV	893 Southwood Blvd., Incline Village, NV 89451	Bill Quisnel	702-832-1267	6' - 18"	3,625	Insituform Technologies, Inc.



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STATEMENT OF EXPERIENCE (PARTIAL LIST)

Sewer Improvement Project	Aug-99	City of Kalispell, MT	P.O. Box 1997, Kalispell, MT 59903-1997	Fred Zawodny	406-758-7700	10' & 15"	2,210	Insituform Technologies, Inc.
Sierra Vista Small Diameter Rehabilitation	Jul-99	City of Sierra Vista, AZ	1224 North Ave., Sierra Vista, AZ 85635	Marty Haverly	520-458-5775	8"	12,500	Insituform Technologies, Inc.
Lining 8" Sanitary Sewer Force Main	Jun-99	City of Millbrae, CA	621 Magnolia Ave., Millbrae, CA 94030	Dino Campagna	650-259-2374	8"	1,835	Insituform Technologies, Inc.
Emergency Repair of Sewer Near City Hall	Jun-99	City of Mountlake Terrace, WA	23204-58th Ave W, Mountlake Terrace, WA 98148	Greg Reed	425-776-1161	6" & 8"	1,219	Insituform Technologies, Inc.
1997 Sanitary Sewer Main Rehabilitation	Aug-98	City of Renton, WA	200 Mill Ave. South, Renton, WA 98055	Mike Benoit	425-277-6206	8"	5,545	Insituform Technologies, Inc.
Downtown Sewer Rehabilitation	Jun-98	City of Hines, OR	101 East Barnes, Hines, OR 97138	Bob Sands	541-573-2251	8" - 12"	1,893	Insituform Technologies, Inc.
1998 WPA Sewer Rehabilitation	Jun-98	City of Issaquah, WA	P.O. Box 1307, Issaquah, WA 98027	Tony Nguyen	425-837-3437	8"	2,464	Insituform Technologies, Inc.
Phase I Wastewater System Improvements - 1998	Jun-98	City of Nyssa, OR	14 S. 3rd Street, Nyssa, OR 97913	Scott Nebeker	541-372-2264	8" & 10"	1,936	Insituform Technologies, Inc.

647,833

