

- 9.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 10. BID

- 10.1 To the Town of Kittery, ME acting by and through its Sewer Department herein called the Owner (the awarding authority):
- A. The undersigned proposes to furnish all labor and materials required for the State Street Sewer and Manhole Lining in accordance with the plans (drawings), AGREEMENT, and specifications prepared therefor by Kleinfelder, for the contract price specified below, subject to additions and deductions according to the terms of the Contract Documents and as stated below.
- B. This bid includes Addenda numbered _____. (To be filled in by bidder if addenda are issued.)
- C. Total Amount of the Base Bid (Basis of Award).

BASE BID

Item No.	Description	Estimated Quantity	Extended Total	
1	18" RCP Sewer Lining <i>One Hundred Eighteen dollars and zero cents</i> Dollars (\$ <i>118.00</i>) per linear foot	400	\$ <i>47,200.00</i>	
2	24" RCP Sewer Lining <i>One Hundred Ninety dollars and zero cents</i> Dollars (\$ <i>190.00</i>) per linear foot	90	\$ <i>17,100.00</i>	
3	Manhole Lining (4 ft. dia.) <i>Four Hundred Eighty Five dollars and zero cents</i> Dollars (\$ <i>485.00</i>) per vertical foot	36	\$ <i>17,460.00</i>	

Total Amount of Bid (Basis of Award) (Items 1, 2, and 3), inclusive:

\$ *81,760.00*
(Amount in figures)

Eighty One Thousand Seven Hundred Sixty dollars and zero cents Dollars
(Amount in words)

The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Owner (awarding authority), execute a contract in accordance with the terms of this general bid and furnish performance and payment bonds, each of a surety company qualified to do business under the laws of


the State of Maine and satisfactory to the Owner and each in the sum of 100 percent of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within ninety (90) calendar days as stipulated in the AGREEMENT.

The apparent low bidder shall provide project descriptions and references for at least five (5) similar successfully completed projects within the past five (5) years.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The CERTIFICATE OF NON-COLLUSION below must be signed and submitted as part of the Bid Proposal.

(SEAL) Fed Berry Company L.S.
(Name of Bidder)

By 
(Signature and title of authorized Representative)

(207) 897-3348
(Telephone)

521 Federal Road
(Business address)

(207) 897-3627
(Fax Number)

Livermore, ME
(City and State)

office@fedberrycompany.com
(E-mail Address)

5/2/2017
(Date)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



(Name of person signing bid or proposal)

Ted Berry Company, Inc.
(Name of business)

AGREEMENT

TOWN OF KITTERY, MAINE

STATE STREET GRAVITY SEWER AND MANHOLE LINING

THIS AGREEMENT is dated as of the 2nd day of May in the year 2017 by and between the Town of Kittery, Maine acting by and through its Sewer Department, duly authorized therefor, who acts herein solely for said Town and without personal liability to itself, (hereinafter called OWNER) and Ted Berry Company, Inc. (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK AND WORK RESTRICTIONS

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is as described on the attached Summary, in locations shown on the attached plan. Work is to be conducted in accordance with the attached specification sections 02767 Cured in Place Pipelining, and 02792 Sewer Manhole Rehabilitation.

Due to high wastewater flows from the Navy Yard and significant Route 1 traffic during the week, the work is to be conducted on weekends only. The Owner will coordinate with the Navy Yard to minimize flows through the pipelines. However, bypass pumping will be required to accomplish the work. The Contractor will coordinate with the Kittery Police Department when working on Walker St and State Road. A police officer detail is required when working on Walker St and State St, paid for by the owner.

The work also includes traffic control, including flaggers and signs as required by the Chief of Police.

ARTICLE 2. NOT USED

ARTICLE 3. CONTRACT TIMES

- 3.1 The Work will be substantially completed within sixty (60) days after the date when this Agreement is signed.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified in paragraph 3.1 above. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1.

ARTICLE 4. CONTRACT PRICE

- 9.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 10. BID

- 10.1 To the Town of Kittery, ME acting by and through its Sewer Department herein called the Owner (the awarding authority):
- A. The undersigned proposes to furnish all labor and materials required for the State Street Sewer and Manhole Lining in accordance with the plans (drawings), AGREEMENT, and specifications prepared therefor by Kleinfelder, for the contract price specified below, subject to additions and deductions according to the terms of the Contract Documents and as stated below.
- B. This bid includes Addenda numbered NONE. (To be filled in by bidder if addenda are issued.)
- C. Total Amount of the Base Bid (Basis of Award).

BASE BID

Item No.	Description	Estimated Quantity	Extended Total	
1	18" RCP Sewer Lining <u>One hundred fifty dollars + no cents.</u> Dollars (\$ <u>150.00</u>) per linear foot	400	\$ <u>60,000.00</u>	
2	24" RCP Sewer Lining <u>Two hundred twenty five dollars + no cents.</u> Dollars (\$ <u>225.00</u>) per linear foot	90	\$ <u>20,250.00</u>	
3	Manhole Lining (4 ft. dia.) <u>Two hundred fifty dollars + no cents.</u> Dollars (\$ <u>250.00</u>) per vertical foot	36	\$ <u>9,000.00</u>	

Total Amount of Bid (Basis of Award) (Items 1, 2, and 3), inclusive:

\$ 89,250.00
(Amount in figures)

Eighty nine thousand, two hundred fifty dollars Dollars
(Amount in words) and no cents.

The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Owner (awarding authority), execute a contract in accordance with the terms of this general bid and furnish performance and payment bonds, each of a surety company qualified to do business under the laws of

the State of Maine and satisfactory to the Owner and each in the sum of 100 percent of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within ninety (90) calendar days as stipulated in the AGREEMENT.

The apparent low bidder shall provide project descriptions and references for at least five (5) similar successfully completed projects within the past five (5) years.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The CERTIFICATE OF NON-COLLUSION below must be signed and submitted as part of the Bid Proposal.

Insituform Technologies, LLC
(SEAL) _____ L.S.
(Name of Bidder)

By Debra Jasper
(Signature and title of authorized
Representative) Debra Jasper, Contracting & Attesting Officer

636-530-8000
(Telephone)

17988 Edison Avenue
(Business address)

636-530-8701
(Fax Number)

Chesterfield, MO 63005
(City and State)

djasper@aegion.com
(E-mail Address)

5/3/17
(Date)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



(Name of person signing bid or proposal)

Debra Jasper, Contracting & Attesting Officer

Insituform Technologies, LLC

(Name of business)

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

Appointment by the President. The president of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge, Laura M. Andreski and Whitney Schulte as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 2nd day of September, 2016.

INSITUFORM TECHNOLOGIES, LLC

By



Daniel P. Schoenekase
Assistant Secretary

- 9.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 10. BID

- 10.1 To the Town of Kittery, ME acting by and through its Sewer Department herein called the Owner (the awarding authority):
- A. The undersigned proposes to furnish all labor and materials required for the State Street Sewer and Manhole Lining in accordance with the plans (drawings), AGREEMENT, and specifications prepared therefor by Kleinfelder, for the contract price specified below, subject to additions and deductions according to the terms of the Contract Documents and as stated below.
- B. This bid includes Addenda numbered _____. (To be filled in by bidder if addenda are issued.)
- C. Total Amount of the Base Bid (Basis of Award).

BASE BID

Item No.	Description	Estimated Quantity	Extended Total	
1	18" RCP Sewer Lining Two Hundred Fifty Five Dollars and Zero Cents Dollars (\$ 255.00) per linear foot	400	\$ 102,000.00	
2	24" RCP Sewer Lining Two Hundred Eighty Eight Dollars and Zero Cents Dollars (\$ 288.00) per linear foot	90	\$ 25,920.00	
3	Manhole Lining (4 ft. dia.) Six Hundred Tens Dollars and Zero Cents Dollars (\$ 610.00) per vertical foot	36	\$ 21,960.00	

Total Amount of Bid (Basis of Award) (Items 1, 2, and 3), inclusive:

\$ 149,880.00

(Amount in figures)

One Hundred Forty Nine Thousand Eight Hundred Eighty Dollars

(Amount in words)

The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Owner (awarding authority), execute a contract in accordance with the terms of this general bid and furnish performance and payment bonds, each of a surety company qualified to do business under the laws of

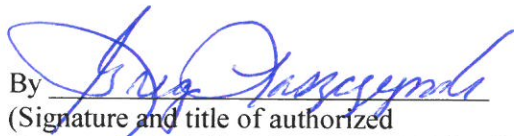
the State of Maine and satisfactory to the Owner and each in the sum of 100 percent of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within ninety (90) calendar days as stipulated in the AGREEMENT.

The apparent low bidder shall provide project descriptions and references for at least five (5) similar successfully completed projects within the past five (5) years.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The CERTIFICATE OF NON-COLLUSION below must be signed and submitted as part of the Bid Proposal.

(SEAL) Layne Inliner, LLC L.S.
(Name of Bidder)

By 
(Signature and title of authorized
Representative) Greg Laszczynski, Vice President

207-453-9900
(Telephone)

195A Norridgewock Road
(Business address)

207-453-9910
(Fax Number)

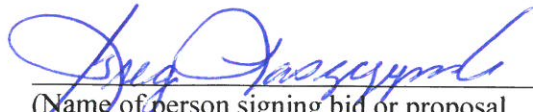
Fairfield ME 04937
(City and State)

nate.holmes@layne.com
(E-mail Address)

04/21/2017
(Date)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



(Name of person signing bid or proposal)
Greg Laszczynski, Vice President

Layne Inliner, LLC

(Name of business)