

Cured-In-Place Pipe (CIPP) Unit Price Construction

**CONTRACT
BETWEEN
JEA
AND
INSITUFORM TECHNOLOGIES, LLC
JEA CONTRACT # 194523**

THIS CONTRACT is made and entered into 12/15/2020 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and, **INSITUFORM TECHNOLOGIES LLC**, a Delaware limited liability company, authorized to conduct business in the state of Florida with its principal address at 17988 Edison Avenue, Chesterfield, MO 63005 (“**Company**”).

WHEREAS, **JEA** issued a Solicitation 084-20 for Cured-In-Place Pipe (CIPP) Unit Price Construction, as amended by Addendum Number One dated 10/15/2020(the “**Solicitation**”); and

WHEREAS, based on **Company**’s response to the Solicitation (the “**Response**”), on December 17, 2020, **JEA**’s Awards Committee awarded a contract to **Company** to provide Cured-In-Place Pipe (CIPP) Unit Price Construction services to **JEA** as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, **JEA** and **Company** agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by reference.

Engagement and Performance of Work. **JEA** engages **Company** to perform the **Work**, and **Company** shall perform the **Work** in accordance with the terms and conditions of this Contract.

3. **Compensation**. **JEA** shall pay the **Company** for the **Work** in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.

4. **Maximum Indebtedness**. **JEA**’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed One Million Five Hundred Thousand and 00/100 Dollars (\$ 1,500,000.00). All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

5. **Term**. The term of this Contract shall commence on the Effective Date and shall continue through 12/14/2023, unless sooner terminated in accordance with the terms of the

Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional terms of one (1) year each.

6. Contract Documents. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

7. Bonds. The Payment and Performance Bonds the Company is required to issue, execute, record and return to JEA pursuant to this Contract and Florida law are attached hereto as **Exhibit B.**

8. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Kenneth Chascin

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration

As to the Company:

INSITUFORM TECHNOLOGIES LLC
17988 Edison Ave
Chesterfield, MO 63005
Attn: Diane Partridge

9. **Authority.** Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

10. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

11. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

12. **Counterparts.** This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

SIGNATURES TO FOLLOW

INSITUFORM TECHNOLOGIES LLC

Signature:

DocuSigned by:
Jana Lause
C54C89EAD4354BF...

Email: jlause@aegion.com
Name: Jana Lause
Title: Contacting and Attesting Officer
Date: 1/8/2021

Office of General Counsel

Signature:

DocuSigned by:
Harry M. Wilson IV
A1AB1FCEAA184A1...

Email: rmwilson@coj.net
Name: Reece Wilson
Title: Assistant General Counsel
Date: 1/8/2021

INSITUFORM TECHNOLOGIES LLC

Signature:

DocuSigned by:
Diane Partridge
0DAE8511D09A4FE...

Email: dpartridge@aegion.com
Name: Diane Partridge
Title: Contracting and Attesting Officer
Date: 1/8/2021

JEA

Signature:

DocuSigned by:
Jennifer McCollum
09EDD8328F52427...

Email: gleejs@jea.com
Name: Jennifer McCollum
Title: Director, Procurement Services
Date: 1/11/2021

Signature:

DocuSigned by:
Maurice Scarboro
B9741300C7734B8...

Email: scarm@jea.com
Name: Maurice Scarboro
Title: Contracts Associate
Date: 1/11/2021

EXHIBIT A

Appendix B - Bid Form
084-20 Cured-In-Place Pipe (CIPP) Unit Price Construction

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Insituform Technologies, LLC

Company's Address: 17988 Edison Avenue, Chesterfield, MO 63005

License Number: CGC1510306

Phone Number: (636) 530-8000 FAX No: (636) 530-8701 Email Address: dpartridge@aegion.com

BID SECURITY REQUIREMENTS <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond (Five Percent (5%))	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input checked="" type="checkbox"/> Other, Specify - Project Completion
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SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
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QUANTITIES <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	INSURANCE REQUIREMENTS <p align="center">Insurance required</p>
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PAYMENT DISCOUNTS <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input type="checkbox"/> None Offered	
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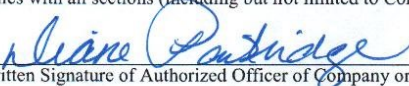
<p align="center">ENTER YOUR BID FOR SOLICITATION 084-20</p>	<p align="center">TOTAL BID PRICE</p>
Total Bid Price for the Project (enter total from cell H35 in the Bid Workbook)	\$ _____

I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda _____ through _____


 Handwritten Signature of Authorized Officer of Company or Agent 10/20/2020
 Date

Diane Partridge, Contracting and Attesting Officer
 Printed Name and Title

Appendix B - Bid Workbook
084-20 Cured-In-Place Pipe (CIPP) Unit Price Construction
 Only Complete the Prices in Yellow Cells

Company Name		Insituform Technologies, LLC					
Item	JEA WATER AND WASTEWATER STANDARDS MANUAL	SC	Description	UOM	Estimated # of Units	Unit Price	Extended Price
1	961.1		Furnish and install 8" CIPP lining, 6.0 mm thick	LF	7500	\$ 26.00	\$ 195,000.00
2	961.1		Furnish and install 10" CIPP lining 6.0 mm thick	LF	4500	\$ 28.00	\$ 126,000.00
3	961.1		Furnish and install 12" CIPP lining, 6.0 mm thick	LF	2500	\$ 29.00	\$ 72,500.00
4	961.1		Furnish and install 15" CIPP lining, 7.5 mm thick	LF	500	\$ 42.00	\$ 21,000.00
5	961.1		Furnish and install 16" CIPP lining, 7.5 mm thick	LF	500	\$ 43.00	\$ 21,500.00
6	961.1		Furnish and install 18" CIPP lining, 9.0 mm thick	LF	500	\$ 44.00	\$ 22,000.00
7	961.2		Furnish and install 20" CIPP lining, 9.0 mm thick	LF	500	\$ 53.00	\$ 26,500.00
8	961.2		Furnish and install 21" CIPP lining, 9.0 mm thick	LF	500	\$ 53.00	\$ 26,500.00
9	961.2		Furnish and install 24" CIPP lining, 9.0 mm thick	LF	500	\$ 57.00	\$ 28,500.00
10	961.2		Furnish and install 30" CIPP lining, 12.0 mm thick	LF	500	\$ 83.00	\$ 41,500.00
11	961.2		Furnish and install 36" CIPP lining, 13.5 mm thick	LF	500	\$ 114.00	\$ 57,000.00
12	961.2		Furnish and install 42" CIPP lining, 13.5 mm thick	LF	500	\$ 120.00	\$ 60,000.00
13	961.2		Furnish and install 48" CIPP lining, 15.0 mm thick	LF	500	\$ 165.00	\$ 82,500.00
14	961.2		Furnish and install 54" CIPP lining, 21.0 mm thick	LF	500	\$ 240.00	\$ 120,000.00
15	963.3		Reconnect existing services using robotic internal cutter	EA	270	\$ 250.00	\$ 67,500.00
16	963.4		Hammer Tap Removal	EA	25	\$ 225.00	\$ 5,625.00
17	965		Light Clean 8" – 21" Dia pipe	LF	17000	\$ 3.00	\$ 51,000.00
18	965		Light Clean 24" – 54" Dia pipe	LF	3000	\$ 5.90	\$ 17,700.00
19	965		CCTV and Light Clean 8" – 21" Dia pipe	LF	17000	\$ 4.10	\$ 69,700.00
20	965		CCTV and Light Clean 24" – 54" Dia pipe	LF	3000	\$ 10.60	\$ 31,800.00
21	965.1		Tuberculation Removal 8" – 12" Diameter	LF	200	\$ 19.10	\$ 3,820.00
22	965.1		Tuberculation Removal 14" – 18" Diameter	LF	200	\$ 23.30	\$ 4,660.00
23	965.1		Tuberculation Removal 20" – 24" Diameter	LF	200	\$ 29.60	\$ 5,920.00
24	965.1		Tuberculation Removal 27" – 42" Diameter	LF	200	\$ 33.90	\$ 6,780.00
25	966		Bypass Pumping - 18"-21" pipe	LF	1000	\$ 9.50	\$ 9,500.00
26	966		Bypass Pumping - 24"-36" pipe	LF	500	\$ 31.50	\$ 15,750.00
27	966		Bypass Pumping - 42"-54" pipe	LF	500	\$ 67.40	\$ 33,700.00
28	2.15.1		Testing Allowance	LS	1	\$ 5,000.00	\$ 5,000.00

29	2.16.18		Supplemental Work Authorization (SWA)	LS	1	\$ 100,000.00	\$ 100,000.00
Subtotal							\$ 1,328,955.00
30	Special Conditions (Maximum of 10%)					1%	\$ 13,289.55
Bid Total (Enter this amount on Page 1 of the Bid Form)							\$ 1,342,244.55

Supplemental Bid (not part of the Bid Total)							
Item	JEA WATER AND WASTEWATER STANDARDS MANUAL	SC	Description	UOM	Estimated # of Units	Unit Price	Extended Price
31	962		Adjust/Reset Manhole Frame and 32" Dia Cover, Up to One Foot	EA	1	\$ 1,774.50	\$ 1,774.50
32	962		Adjust/Reset Manhole Frame and 32" Dia Cover, (Item 23), Excess Over Foot	VF	1	\$ 354.90	\$ 354.90
33	963.1		Lateral Connection (DFW Flexible Saddle to PVC) @ 8" - 12" HDPE, (0' - 4' Deep)	EA	1	\$ 2,484.20	\$ 2,484.20
34	963.1		Lateral Connection (DFW Flexible Saddle to PVC) @ 8" - 12" HDPE, (4' - 8' Deep)	EA	1	\$ 3,548.90	\$ 3,548.90
35	963.1		Lateral Connection (DFW Flexible Saddle to PVC) @ 8" - 12" HDPE, (8' - 12' Deep)	EA	1	\$ 4,258.70	\$ 4,258.70
36	963.1		Lateral Connection (DFW Flexible Saddle to PVC) @ 8" - 12" HDPE, (12' - 16' Deep)	EA	1	\$ 8,872.30	\$ 8,872.30
37	963.2		Lateral Connection (DFW Flexible Saddle to HDPE) @ 8" - 12" HDPE, (0' - 4' Deep)	EA	1	\$ 2,484.20	\$ 2,484.20
38	963.2		Lateral Connection (DFW Flexible Saddle to HDPE) @ 8" - 12" HDPE, (4' - 8' Deep)	EA	1	\$ 3,548.90	\$ 3,548.90
39	963.2		Lateral Connection (DFW Flexible Saddle to HDPE) @ 8" - 12" HDPE, (8' - 12' Deep)	EA	1	\$ 4,258.70	\$ 4,258.70
40	963.2		Lateral Connection (DFW Flexible Saddle to HDPE) @ 8" - 12" HDPE, (12' - 16' Deep)	EA	1	\$ 4,850.20	\$ 4,850.20
41	408-9		A-3 Soil Backfill	CY	1	\$ 88.70	\$ 88.70
42	408-8		Flowable Fill	CY	1	\$ 218.90	\$ 218.90
43	427.1		Type "A" Manhole (0' - 4' Deep)	EA	1	\$ 5,323.40	\$ 5,323.40
44	427.1		Type "A" Manhole (4' - 6' Deep)	EA	1	\$ 6,269.80	\$ 6,269.80
45	427.1		Type "A" Manhole (6' - 8' Deep)	EA	1	\$ 6,743.00	\$ 6,743.00
46	427.1		Type "A" Manhole (8' - 10' Deep)	EA	1	\$ 7,689.30	\$ 7,689.30
47	427.1		Type "B" Manhole (0' - 4' Deep)	EA	1	\$ 5,441.70	\$ 5,441.70
48	427.1		Type "B" Manhole (4' - 6' Deep)	EA	1	\$ 6,388.10	\$ 6,388.10
49	427.1		Type "B" Manhole (6' - 8' Deep)	EA	1	\$ 6,861.30	\$ 6,861.30
50	427.1		Type "B" Manhole (8' - 10' Deep)	EA	1	\$ 7,807.60	\$ 7,807.60
51	427.4		Connection to Existing Manhole 6" Service Lateral	EA	1	\$ 1,183.00	\$ 1,183.00
52	428.1		Sewer Piping 6" - 12", PVC (0' - 4' Deep)	LF	1	\$ 142.00	\$ 142.00
53	428.1		Sewer Piping 6" - 12", PVC (4' - 8' Deep)	LF	1	\$ 153.80	\$ 153.80
54	428.1		Sewer Piping 6" - 12", PVC (8' - 12' Deep)	LF	1	\$ 165.60	\$ 165.60

55	428.1		Sewer Piping 6" – 12", PVC (12' – 16' Deep)	LF	1	\$ 177.40	\$ 177.40
56	428.1		Sewer Piping 14" – 18", PVC (0' - 4' Deep)	LF	1	\$ 153.80	\$ 153.80
57	428.1		Sewer Piping 14" – 18", PVC (4' - 8' Deep)	LF	1	\$ 165.60	\$ 165.60
58	428.1		Sewer Piping 14" – 18", PVC (8' – 12' Deep)	LF	1	\$ 177.40	\$ 177.40
59	428.1		Sewer Piping 14" – 18", PVC (12' – 16' Deep)	LF	1	\$ 189.30	\$ 189.30
60	428.2		Remove & Replace 6" – 12" PVC (0' - 4' Deep)	EA	1	\$ 4,495.30	\$ 4,495.30
61	428.2		Remove & Replace 6" – 12" PVC (4' – 8' Deep)	EA	1	\$ 6,151.50	\$ 6,151.50
62	428.2		Remove & Replace 6" – 12" PVC (8' - 12' Deep)	EA	1	\$ 6,861.30	\$ 6,861.30
63	428.2		Remove & Replace 6" – 12" PVC (12' – 16' Deep)	EA	1	\$ 7,807.60	\$ 7,807.60

64	428.2		Remove & Replace 14" – 18" PVC (0' - 4' Deep)	EA	1	\$ 4,495.30	\$ 4,495.30	
65	428.2		Remove & Replace 14" – 18" PVC (4' – 8' Deep)	EA	1	\$ 6,388.10	\$ 6,388.10	
66	428.2		Remove & Replace 14" – 18" PVC (8' – 12' Deep)	EA	1	\$ 6,979.60	\$ 6,979.60	
67	428.2		Remove & Replace 14" – 18" PVC (12' – 16' Deep)	EA	1	\$ 7,925.90	\$ 7,925.90	
68	428.4		Remove and Replace Lateral 6" PVC SDR35 Conforming to ASTM D3034-74 (0' – 4' Deep)	LF	1	\$ 76.90	\$ 76.90	
69	428.4		Remove and Replace Lateral 6" PVC SDR35 Conforming to ASTM D3034-74 (4' – 8' Deep)	LF	1	\$ 147.90	\$ 147.90	
70	428.4		Remove and Replace Lateral 6" PVC SDR35 Conforming to ASTM D3034-74 (8' – 12' Deep)	LF	1	\$ 236.60	\$ 236.60	
71	428.4		Remove and Replace Lateral 6" PVC SDR35 Conforming to ASTM D3034-74 (12' – 16' Deep)	LF	1	\$ 354.90	\$ 354.90	
72	441-5		Sodding	SY	1	\$ 9.50	\$ 9.50	
73	491-1		Remove and Replace Sidewalk (All Types & Thickness)	SY	1	\$ 97.60	\$ 97.60	
74	491-2		Remove and Replace Driveway (All Types & Thickness)	SY	1	\$ 101.10	\$ 101.10	
75	491-3		Remove and Replace Curb & Gutter (All Types & Thickness)	LF	1	\$ 49.70	\$ 49.70	
Total							\$ 143,954.00	

EXHIBIT B

JEA
CONTRACT NUMBER JEA10298 / 194523

SURETY BOND NUMBER
PERFORMANCE BOND

As to the Contractor/Principal:

Name: **INSITUFORM TECHNOLOGIES, LLC**

Telephone: (636)530-8000

As to the Surety:

Name:

Principal Business Address:

Telephone: ()

As to the Owner of the Property/Contracting Public Entity:

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of project including address and description of improvements:

“Cured-In-Place Pipe (CIPP) Unit Price Construction”
Solicitation #084-20

JEA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that INSITUFORM TECHNOLOGIES, LLC, a Delaware limited liability company, as Principal, (hereinafter called “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called “Surety”), are each held and firmly bonded unto JEA, a body politic and corporate, in Duval County, Florida, as Obligee (hereinafter called “JEA”), in the sum of **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00)** lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the ____ day of December, 2020, entered into a contract with JEA (Contract # **JEA10298 / 194523**) for “Cured-In-Place Pipe (CIPP) Unit Price Construction” pursuant to Solicitation # 084-20; all of said work to be done in the time and manner and in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings, plans and specifications for said work and requirements of JEA proposal and award therefor and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the “Contract”), all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: (1) provide JEA with a certified copy of the recorded bond before commencing the work (or before recommencing the work after a default or abandonment; and (2) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and (3) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (4) pay JEA all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney’s fees, including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and

effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by JEA, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by JEA to be in default under the Contract, JEA having performed JEA's obligations thereunder, the Surety shall, at JEA's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days, from JEA's written notice of termination for default, arrange for Contractor with JEA's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay JEA all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event longer than sixty (60) days after JEA's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, JEA may elect, to have the Surety determine jointly with JEA the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and JEA, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price," as used in this Bond, shall mean the total amount payable by JEA to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by JEA to Contractor. (C) Either way, the Surety shall pay JEA all remaining losses, delay and disruption damages, expenses, costs, and statutory

attorney's fees, including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days from JEA's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to JEA and tender payment to JEA of any amount necessary in order for JEA to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save JEA harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay JEA for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save JEA harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from JEA a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after JEA has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to JEA, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than JEA named herein or the heirs, executors, administrators or successors of JEA.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

NEXT PAGE IS THE SIGNATURE PAGE

SIGNED AND SEALED this ____ day of _____, 2020.

ATTEST:

**INSITUFORM TECHNOLOGIES, LLC, a
Delaware limited liability company**

Signature

Signature

Type/Print Name Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____
Its: _____

AS SURETY

Name of Agent: _____

Address: _____

Note: Date of Bond Must Not Be Prior to Date of Contract

JEA CONTRACT NUMBER JEA10298 / 194523

SURETY BOND NUMBER _____

**PAYMENT BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: **INSITUFORM TECHNOLOGIES, LLC**

Telephone: (636)530-8000

As to the Surety:

Name:

Principal Business Address:

Telephone: ()

As to the Owner of the Property/Contracting Public Entity:

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of project including address and description of improvements:

“Cured-In-Place Pipe (CIPP) Unit Price Construction”
Solicitation #084-20

JEA
PAYMENT BOND REQUIRED BY
SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **INSITUFORM TECHNOLOGIES, LLC**, a Delaware limited liability company, hereinafter called "Principal", and _____, a corporation organized and existing under the laws of the State of Florida, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety," are each held and firmly bound unto JEA of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "JEA" or "Owner," in the penal sum of **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00)** in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal entered into a certain contract with JEA, dated the _____ day of December, 2020 (JEA Contract Number JEA10298 / 194523) (the "Contract") which is, by this reference, made a part hereof, as if fully set out herein, for "Cured-In-Place Pipe (CIPP) Unit Price Construction" pursuant to Informal Bid # 084-20, of Specifications entitled "Cured-In-Place Pipe (CIPP) Unit Price Construction" for JEA, in accordance with plans and specifications prepared by JEA.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Provides to JEA a certified copy of the recorded bond prior to commencing the work (or before recommencing the work after a default or abandonment) in accordance with Section 255.05(1)(b), Florida Statutes; and

(2) Promptly makes payments to all claimants, as defined in Sections 255.05(1) and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(3) Defends, indemnifies and saves JEA harmless from claims, demands, liens, or suits by any

person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided JEA has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by JEA to pay the Principal as required by the Contract; and

(4) Pays JEA all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that JEA sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(10), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, unless an extension beyond the one (1) year period is specifically provided pursuant to Section 255.05(10), Florida Statutes.

PROVIDED further, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this ____ day of _____, 2020.

ATTEST:

**INSITUFORM TECHNOLOGIES LLC, a
Delaware limited liability company**

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____
Its: _____

AS SURETY

Name of Agent: _____

Address: _____

Note: Date of Bond Must Not Be Prior to Date of Contract