

**STANDARD AGREEMENT
THE CITY OF LORAIN**

I. INTRODUCTION

This Agreement is entered into on _____, by and between the City of Lorain, Ohio (“Owner”), located at 200 West Erie Avenue, Lorain, Ohio 44052, and Insituform Technologies, Inc. (“Contractor”), located at 580 Goddard Avenue, Chesterfield, MO 63005 for the Root Road Emergency Project (“Project”).

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION.

The Owner, a political subdivision of the State of Ohio, and the Contractor have entered into this Owner-Contractor Agreement (“Agreement”) as of the date set forth above. The Owner and the Contractor agree as follows:

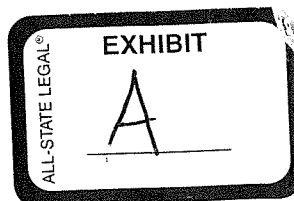
1 WORK.

1.1 The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the “Work”) necessary for the timely and proper completion of the Work described in the Contract Documents for the Project. The Contractor shall provide the Performance and Payment Bonds on the forms and in the manner described in the Contract Documents.

1.2 CLEANUP. Contractor shall cleanup, repair, restore and otherwise return any site or location provided by Owner to the condition in which it was delivered to Contractor. Contractor shall repair, at its sole expense, any property it damages, whether part of the work or not, to a condition acceptable to Owner.

1.3 FINAL COMPLETION. The Project shall be finally completed within One Hundred Twenty Days (120) from the Notice to Proceed. Final Completion of the Agreement will have been achieved and the Contractor may invoice for the remaining balance of the Agreement after the Agreement has been substantially completed and all punch list items have been completed to the satisfaction of the City. The Contractor shall at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of the Owner, so as to complete the Project by the Date for Final Completion. All materials and equipment provided shall be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.3.1 SUBSTANTIAL COMPLETION. The Project shall be substantially completed Ninety days (90) from the Notice to Proceed. When Contractor has completed performing all the bid items and foresees no changes, a final-walk through should be requested with the project inspector. At that walk-thru, all outstanding work shall be compiled and divided into two categories; incomplete bid items and punch-list items. When the City concurs that all the outstanding work can be defined as punch-list items, the contract shall be considered substantially complete.



1.4 SUPERVISION. The Contractor shall assign a competent Project Supervisor who shall be present on site. At the Owner's request and without additional charge to Owner, the Contractor shall replace the Project Supervisor. The Owner's Representative shall not be responsible for the acts or omissions of the Project Supervisor or his assistants. At a minimum, the Project Supervisor shall be present on site whenever any Contractor or Subcontractor personnel are present on site.

1.5 TAXES AND FEES. Contractor is subject to and responsible for paying fees to obtain all applicable licenses, , and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable under the provisions of Income Tax Ordinances of the Owner, for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

2 CONTRACT DOCUMENTS.

2.1 The Contract Documents consist exclusively of:

- This Agreement
- Scope of Work
- Performance and Payment Bond
- Ohio Prevailing Wage rates

If there is a conflict between any of the Contract Documents, the document listed first above shall control.

3 OWNER'S REPRESENTATIVE.

3.1 The City Engineer and/or his designee is the Owner's Representative with respect to all matters involving the Owner.

3.2 Except as specifically stated to the contrary elsewhere in this Agreement, the Contractor shall direct all communications to the Owner through the Owner's Representative, although the Safety/Service Director and Fiscal Officer of the Owner are also authorized to send written communications to the Contractor.

3.3 The Owner's Representative will monitor the progress of the Contractor's Work and will conduct regular inspections of the progress of the Work as provided in the Contract Documents. Such inspections shall not relieve the Contractor of any of its obligations under the Contract Documents.

3.4 The Contractor shall at all times provide the Owner's Representative access to the Work.

4 TIME FOR FINAL COMPLETION AND PROJECT COORDINATION.

4.1 Project Time Schedule. The Owner anticipates that Work on the Project will begin upon its issuance of a Notice to Proceed and be finally completed by **June 1, 2026**, unless the Owner and Contractor agree to different commencement and completion dates.

4.2 Contractor is responsible for scheduling its subcontractors and for any delay resulting from their performance.

4.3 TIME IS OF THE ESSENCE. THE DATES IN THE PROJECT TIME SCHEDULE ARE OF THE ESSENCE OF THIS AGREEMENT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE PROJECT TIME SCHEDULE, INCLUDING ANY AMENDMENTS THERETO.

5 DELAYS AND ACCELERATIONS.

5.1 NOTICE OF DELAYS. The Contractor shall give the Owner written notice of any delay affecting its Work within 24 hours of the commencement of the delay. The notice shall state in all capital letters at least 12 point font "NOTICE OF DELAY." The failure to give the required notice or include the required "NOTICE OF DELAY" language shall constitute an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. The Owner, in its sole and reasonable discretion, shall determine whether a delay shall entitle the Contractor to an extension of time, additional payment, or both. Any of the foregoing shall only be granted pursuant to the procedures for Change Orders set forth in this Agreement.

5.2 ACCELERATION OF THE WORK. If the Contractor fails to perform as required by the Contract schedule, the Owner may require the Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Final Completion. If the Owner requires the Contractor to accelerate its Work, the Contractor shall take the required action within two days of the Notice. If the acceleration is not due to fault of the Contractor, Owner shall issue a Change Order increasing the Contract Sum to pay the Contractor for the Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Final Completion. If there is a dispute as to whether the Contractor is entitled to a Change Order for accelerating its Work, the Contractor shall proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against the Owner for its additional costs incurred in accelerating its Work. The Contractor's additional costs for accelerating its Work shall be determined in accordance with Paragraph 5.2.2.

5.2.1 OWNER'S OBLIGATION TO PAY. The Owner shall pay the Contractor, as provided in this Paragraph, for the Contractor accelerating its Work so that its Work is in final form before the Date for Final Completion so long as the acceleration is not required as a result of the Contractor's failure to stay on schedule. The Owner shall not be required to compensate the Contractor for accelerating its Work based on the Contractor's own decision so that the Work is in final form by the Date for Final Completion.

5.2.2 COMPENSATION FOR ACCELERATION OF THE WORK. To the extent that the Owner requires the Contractor to accelerate its Work and is obligated to pay under Section 5.2.1, the Owner shall pay the Contractor for the Contractor's additional costs of accelerating

its Work, as determined in accordance with this Paragraph. The additional costs of accelerating the Work shall be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, and (d) overhead, including home office overhead, and profit equal to ten percent (10%) of the total amount of items (a) and (b) for which additional compensation is permitted under this Paragraph. The foregoing shall be the only additional compensation and/or damages the Contractor shall be entitled to receive for accelerating its Work so that it is complete before the Date for Final Completion. As a condition precedent to its recovery of additional compensation, the Contractor shall provide the Owner with full information about the costs of accelerating its Work in the form and format requested by the Owner.

6 CORRECTIVE ACTION.

6.1 If the Owner determines that the Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, and the City orders the Contractor to take corrective action, THE CONTRACTOR SHALL IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT (48) BUSINESS HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH LESSER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN THIRTY (30) DAYS OF SUCH NOTICE OR BY THE DEADLINE FOR COMPLETION OF THE PROJECT SET FORTH IN THIS AGREEMENT WHICHEVER IS SOONER AND/OR, (3) IF THE OWNER INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, SHALL IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued uninterruptedly without waiting to initiate any dispute under Paragraph 11 of this Agreement or the resolution of any dispute initiated under such paragraph. Failure of the Owner to issue an order to take corrective action to the Contractor to take corrective action does not relieve the Contractor of its obligations and duties hereunder.

7 CONTRACT SUM. The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and timely completion of the Project and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents will be \$404,521.00. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor because of the Work or the materials incorporated into the Work. The Contractor shall pay any such taxes.

8 LIQUIDATED DAMAGES.

8.1 The Contractor shall have its work substantially completed by the date stated in Paragraph 1.3.1; the timeline may be varied following award of the contract based upon the Contractor's ability to perform the work on a different timeline acceptable to the Owner. By entering into this Agreement, the Contractor agrees that the period for performing the Work is reasonable and that the Contractor's Work can be substantially complete by the date stated in this Agreement.

8.2 If the Contractor does not have its Work on the Project substantially complete by the date stated in Paragraph 1.3.1 or as otherwise agreed by the parties, the Contractor will pay the Owner (and the Owner may set off from sums coming due the Contractor) liquidated damages in the amount of \$300.00 per day.

8.3 The Contractor acknowledges by signing this Agreement with the Owner that the amount of liquidated damages represents a reasonable estimate of the actual damages the Owner would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the Project, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims, and if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents. In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

9 LIMITATION AND LIABILITY.

9.1 The Owner's total liability under this Agreement shall be limited to the amount set forth in the Finance Director's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

10 PAYMENT

10.1 APPLICATIONS FOR PAYMENT. Payment applications shall be submitted on a monthly basis and shall reflect the amount of work completed as of the date the application for payment is submitted. On or before Completion, the Contractor shall submit to the Owner, an itemized payment application for such period in the following format and with one copy of the following documentation: 1) Invoice for work performed and materials and equipment provided for the previous pay period; 2) Current list of the Contractor's Subcontractors and suppliers showing their respective contract sums, amount paid, and amount due; 3) Contractor's Affidavit

of Release of Liens with and lien releases in the format provided by the Owner for all the Contractor's Subcontractors and suppliers current through the date of the Contractor's previous Application for Payment; 4) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

10.2 The Owner may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Owner from loss because of: 1) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from the Owner; 2) The Contractor's default or failure to perform any of its obligations under another contract that it has with the Owner; 3) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed; 4) The Work has not proceeded to the extent set forth in the application for payment; 5) Any representations made by the Contractor are untrue; 6) The failure of the Contractor to make payments to its Subcontractors; 7) Damage to the Owner's property or the property of another person or laborer; 8) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or 9) Liens filed or reasonable evidence indicating the probable filing of such liens.

10.3 The Owner will pay the Contractor within 30 days after approval of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Owner may establish a cut-off date for the submission of the payment application. In the event payment will be made from a source of funds not controlled by the Owner, Contractor's payment application shall be processed by the Owner if such payment source within 30 days of the approval of the Contractor's payment application.

11 RETAINAGE.

11.1 AMOUNT OF PAYMENTS. Subject to Paragraph 8.1, the amount of the payments to the Contractor shall be determined in accordance with the following paragraphs:

11.2 PAYMENTS. Payments under the contract shall be made at the rate of 92% of the amount set forth in the Contractor's payment application and approved by the Owner until the Work is 50% complete. When more than fifty percent (50%) of the Work has been completed, the amount retained may be reduced at the City's sole discretion. The Engineer may also, at any time, increase retainage by any amount needed to protect the City's interests with respect to any incomplete, defective or unsatisfactory Work; costs or damages incurred by the City that are subject to the Contractor's indemnification obligations; or back charges that the City may assess against the Contractor.

11.3 DOCUMENTATION. Upon request, the Contractor immediately shall supply the Owner with such information as may be requested so as to verify the amounts due to the Contractor, including but not limited to original invoices for materials and equipment and

documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them.

11.4 FINAL PAYMENT.

11.4.1 The final application for payment shall be itemized, and the Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to the Owner: 1) All items from Paragraph 10.1; 2) Consent of the Contractor's Surety to Payment; 3) An assignment to the Owner of all warranties obtained or obtainable by the Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner; and 4) Such other documentation as required by the Contract Documents, the Owner, or applicable law.

11.4.2 The making of Final Payment by the Owner shall not constitute a waiver of Claims by the Owner for the following: 1) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled; 2) Failure of the Work to comply with the requirements of the Contract Documents; 3) Terms of special warranties required by the Contract Documents; 4) Claims for Indemnification; 5) Claims about which the Owner has given the Contractor written notice; or 6) Claims arising after Final Payment.

11.5 ESCROW ACCOUNT. The Owner and the Contractor agree that no escrow account shall be required in connection with this Agreement and that retained funds will not earn interest.

12 CHANGE ORDERS.

12.1 A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Time Schedule, if any. Change Orders shall be made on a written instrument (form) prescribed and approved by Owner. In the event that a change order must be approved by a funding source other than Owner before payment can issue, the Change Order written instrument (form) shall be signed by a representative of the funding source.

13 CLAIMS AND DISPUTES.

13.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that the Owner's decision to adjust or withhold payment under Paragraph 10.2 shall not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. The Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, the Contractor shall submit an

affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of the Contractor, which states that:

13.1.1 The Claim which is submitted herewith complies with Paragraph 13.1 of the Owner-Contractor Agreement, which provides that the "Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim."

13.1.2 Claims must be made by written notice in an acceptable written medium. Claims may not be submitted via email.

13.1.3 If the Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein shall be given before proceeding to execute the Work.

13.1.4 If the Contractor wishes to make a Claim for additional time, the Contractor shall include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

13.1.5 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents AND (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party shall give written notice to the other party promptly before conditions are disturbed. If the conditions meet the requirements of (1) AND (2) and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Owner will issue an appropriate Change Order.

13.1.6 The Contractor shall make all claims in writing within seven (7) calendar days after the occurrence of the event giving rise to the Claim. Failure to do so shall be an irrevocable waiver of the Claim.

13.1.7 Within ten (10) days of its receipt of a written request, the Contractor shall make available to the Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and shall require its Subcontractors, regardless of tier, and materialmen to do likewise.

13.1.8 If a Claim has not been resolved within fourteen (14) days after submission to the other party, the City shall have the right, at its sole discretion, to elect to pursue resolution of the Claim through mediation or arbitration. Should the City elect to pursue either mediation or arbitration, said alternative dispute resolution shall be conducted in general conformity with the applicable rules of the American Arbitration Association. Should the City elect not to pursue resolution of a claim through the foregoing process, the Claimant's exclusive remedy is to file suit in the Common Pleas Court of Lorain County, Ohio.

14 DEFAULT OF THE CONTRACTOR.

14.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of the Contractor:

14.1.1 The Contractor's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof from the Owner or such lesser time as is provided in the Contract Documents, or applicable law, rule or regulation and provide Owner a written statement of the corrective action plan or

14.1.2 The Contractor's failure thereafter to use its best efforts to correct such failure, or

14.1.3 Except when an extension of time is granted in writing by the Owner, to correct such failure within thirty (30) days after receipt of written notice thereof, or such shorter period of time as is mandated by application, rule or regulation;

14.1.4 The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.

14.2 OWNER'S REMEDIES. Upon the occurrence of an event of default the Owner shall have the following remedies, which shall be cumulative:

14.2.1 Order the Contractor in writing to stop the Work, which the Contractor shall do immediately; in case of emergency circumstances, the stop work order may be issued verbally by the Owner and confirmed in writing within twenty-four (24) hours after issuance of the verbal stop work order;

14.2.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;

14.2.3 To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, all of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ any person or persons to complete the Work, including the Contractor's employees, and the Contractor shall not be entitled to receive any further payment until the Work is completed; and/or,

14.2.4 All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.

14.3 TERMINATION OF AGREEMENT. The termination of this Agreement shall be without prejudice to the Owner's rights and remedies, including without limitation the Owner's right to be indemnified by the Contractor.

14.4 PAYMENTS DUE CONTRACTOR. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses or damages incurred by the Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Owner's staff, such excess shall be paid to the Contractor. If such

costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligations under this Paragraph shall survive the termination of this Agreement.

15 DEFAULT OF THE OWNER.

15.1 EVENTS OF DEFAULT. The following constitutes the exclusive events of default of the Owner:

15.1.1 The failure of the Owner to perform any of its obligations under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from the Contractor specifying the default and the necessary corrective action.

15.2 CONTRACTOR'S REMEDY.

15.2.1 The Contractor's sole and exclusive remedy for the default of the Owner, other than the failure of the Owner to pay the Contractor, will be to bring a suit for damages in the Common Pleas Court of Lorain County, Ohio. The Contractor's right to exercise that remedy shall be subject to its giving the Owner the required notices and following any other procedures required by the Contract Documents.

15.2.2 If the Owner fails to pay the Contractor as payment becomes due, as provided in Section 10.3 above, the Contractor may, upon fifteen (15) days written Notice, stop the Work until payment of the amount owing has been received. An adjustment to the Contract Sum will be made as if the Work had been suspended for the convenience of the Owner under Section 16 of this Agreement.

16 SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF THE OWNER.

16.1 SUSPENSION FOR THE CONVENIENCE OF THE OWNER.

16.1.1 The Owner may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

16.1.2 An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 10% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

16.2 TERMINATION FOR THE CONVENIENCE OF THE OWNER.

16.2.1 The Owner may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the Owner's convenience.

16.2.2 Upon receipt of a written notice from the Owner terminating this Agreement without cause and for the Owner's convenience, the Contractor shall (i) immediately cease performing the Work, unless otherwise directed by the Owner, in

which case the Contractor shall take the action directed by the Owner, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the Owner, terminate all agreements with Subcontractors and suppliers.

16.2.3 If this Agreement is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the Owner will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 10% on the Work performed up to the date of termination.

16.2.4 If this Agreement is terminated without cause for the Owner's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

16.2.5 The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

17 INSURANCE AND INDEMNIFICATION.

17.1 The Contractor shall maintain:

- Comprehensive general liability insurance in the amount of \$1,000,000.00;
- Automobile liability insurance in the amount of \$1,000,000.00;
- Workers compensation coverage as required by Ohio Law;
- Umbrella/Excess liability coverage in the amount of \$2,000,000.00; and
- Additionally, said policies of insurance shall name the Owner, its elected officials, officers, employees, agents and volunteers as additional insureds for incidents arising out of the Contract.

17.2 Insurance furnished by the Owner, if any, is not intended to and shall not cover equipment and materials before they are physically incorporated into the Work or tools. The Contractor shall bear the entire risk of loss with respect to tools, equipment, and materials.

17.3 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees—whether made by Owner or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. The Owner may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise

due the Contractor under the Contract Documents. It is agreed that the cost of the Owner's staff in calculating any expenses under this Paragraph shall be at the staff person's hourly rate of compensation including benefits.

17.4 This Indemnity Clause shall survive expiration or termination of this Contract.

18 WARRANTIES.

18.1 In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- The Owner will have good title to the Work and all materials and equipment incorporated into the Work will be new, unless otherwise specified;
- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- The Work and all materials and equipment incorporated into the Work will be merchantable; and,
- The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Warranty shall be Two years from final completion and acceptance by Owner.

18.2 Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) business hours after written notice thereof, unless otherwise specified in said written notice by the owner and thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the Owner and, except when an extension of time is granted in writing by the Owner, correct such breach and damage to the satisfaction of the Owner within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) calendar days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Owner, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the Owner shall pay the Owner, within ten (10) days after the date of such notice, all of the Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Owner's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the Owner any amounts due under this Paragraph, the Contractor shall pay the Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

19 GENERAL.

19.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Owner shall require the signature of the Owner's Representative acting under the authority of a specific resolution of the Owner. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

19.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

19.3 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Contractor.

19.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Lorain County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

19.5 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the Owner shall not commence until the discovery of such defective or non-conforming Work by the Owner.

19.6 NOTICES. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Owner, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Owner's Representative/Designee," and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

19.7 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved

against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

19.8 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner shall be subject to the sole discretion of the Owner and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor shall have the burden of proving by clear and convincing evidence that it was not made in good faith.

19.9 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

19.10 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including, but not limited to Ohio's Prevailing Wage law if applicable. Ohio Prevailing Wage applies to the Project. It shall be the Contractor's affirmative duty to take such action as is necessary, including but not limited to monitoring increases in prevailing wage rates which may occur, time to time, during the term of this Agreement.

19.11 PROJECT SAFETY. The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

19.12 EQUAL OPPORTUNITY. Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

19.13 USE OF OWNER'S FACILITIES. The Contractor shall ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of the Owner: use the Owner's cafeteria, rest rooms, or phones; use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by the Owner. The Owner will not tolerate any such actions and any such action observed or made known to the Owner shall be dealt with severely.

19.14 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the O.R.C., and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

19.15 ENTIRE AGREEMENT. This Agreement and the other Contract Documents including Contractor's Proposal dated 2/18/26 constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

City of Lorain Ohio

Contractor Insituform Technologies, LLC

By: _____

By: 



Christlanda Adkins

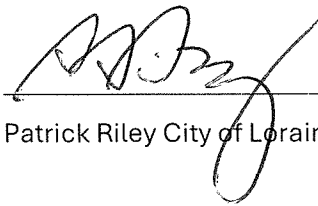
Its: _____

Its: Contracting and Attesting Officer

Date: _____

Date: 3/31/26

APPROVED AS TO FORM:



Date: 4/6/2026

Patrick Riley City of Lorain Law Director



Scope of Work

Proposal

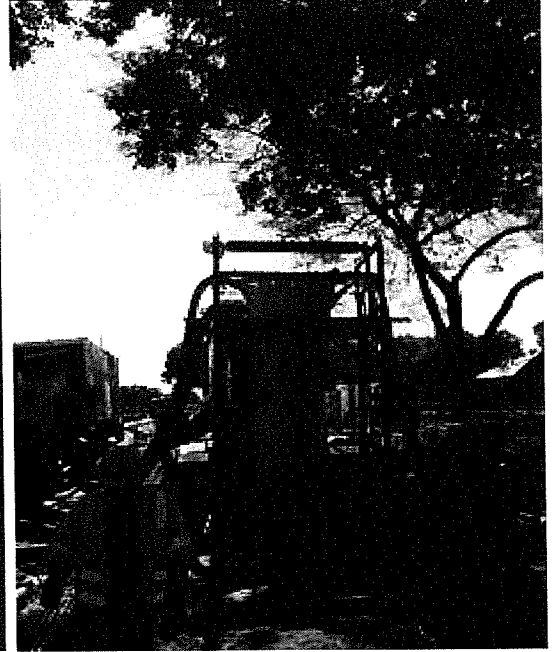
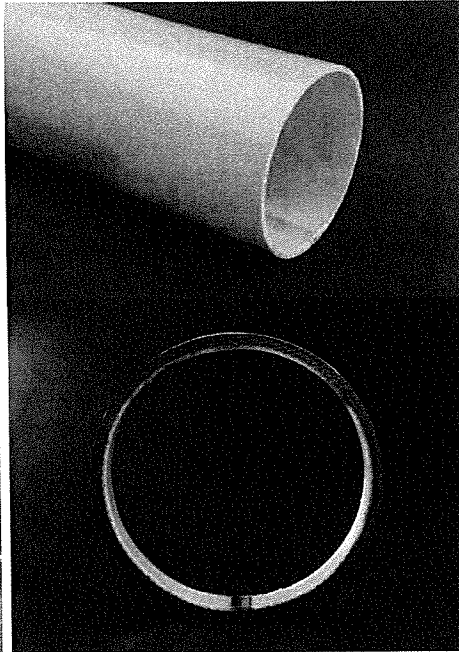
Lorain OH Root Rd Emergency Project

Prepared for:

Joseph Carbanaro

Prepared by:

Bobby McMaster



Insituform Technologies, LLC an Azuria Water Solutions Company
580 Goddard Avenue, MO USA 63005
www.insituform.com (636) 530-8000

February 18, 2025

SO-00216538

Joseh Carbonaro
The City of Lorain
Joseph_Carbonaro@cityoflorain.org

Re: Root Road Emergency project

Dear Joseph,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **The City of Lorain OH**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced project.

The following pricing and information herein should be considered confidential:

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	BID UNIT PRICE	TOTAL
1	Install an estimated 90' of 20" PVC BY SLIP LINING Through the existing 24" FRP Pipe under the railroad. Grout 70' the annular space between the 20" and 24" pipe. Install a new 48" MH outside of the railroad ROW at the end of the slip lining pipe. Replace approximately 128' of the existing 24" FRP pipe with 24" PVC pipe by open cut method between the new manhole and existing manhole B. Post CCTV will be completed after the work is done	1	LS		
10					
				Total	\$399,521.00

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

- ITLLC assumes the work will be completed during dry weather conditions.
 - Quantities are estimated. Customers shall be invoiced for actual quantities at the above unit prices.
 - ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. ITLLC has included Prevailing Wages for this project
 - ITILLC assumes that the 24" pipe can be slipped line with the 20" PVC pipe. If for some reason this cannot be done due to obstructions or any other unforeseen issue, then pricing and methods are subject to change.
 - ITILLC shall invoice for standby time resulting from delays that are not attributable to any act, omission, or fault of ITILLC. This would be invoiced on a time and material basis.
 - Insituform's current price does not include bypass and assumes the owner will provide.
 - ITILLC assumes the owner will work directly with the railroad for permits and access permission
 - ITILLC assumes that the host pipe is free of voids or structural cracks, and that grouting will be limited to the 4-inch annular space between the host pipe and the slip-lined pipe. In the event that voids or other conditions are encountered that require additional grouting beyond the assumed scope, ITILLC reserves the right to apply additional charges.
 - Insituform assumes the Customer will handle all traffic control.
 - ITILLC assumes that the owner will provide all permits, access, railroad flagging, ETC.
 - ITILLC assumes that the owner will be granted access from the local property owners
- ITILLC has prepared this proposal based on the information provided by the client and on reasonable assumptions made at the time of submission. Should unforeseen conditions or circumstances arise that differ from those stated or assumed, ITILLC reserves the right to revise the scope of work and adjust pricing accordingly.

ITLLC SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Installation of Insituform resin impregnated CIPP liner in accordance with ASTM F1216 using either water or air/pull-in/steam, at the discretion of ITLLC.
3. Light Clean and CCTV inspection of the pipe before and after the lining is complete as a deliverable.
4. Standard insurance coverage with the following limits:
 - i. General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - ii. Auto: \$2,000,000 Combined Single Limit
 - iii. Workers Compensation: Statutory with \$1,000,000 Employer's Liability
 - iv. The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

EXCLUSIONS:

The following items are excluded from ITLLC's Pricing and Scope of Services / Responsibilities as stated.

These items, if necessary, applicable, or otherwise required, shall be furnished by the Customer, at the Customer's direction and at no cost to ITLLC. No subcontract agreement shall be executed by ITLLC, unless the following exclusions and responsibilities of ITLLC and their subcontracting partners are accepted, mutually agreed upon in writing between ITLLC and Customer, and incorporated into the subcontract documents:

1. All Permits, licenses, and construction easements.
2. CCTV and Clean
3. Dewatering
4. Surveying is excluded from Insituform work.
5. Traffic control
6. Railroad Insurance
7. Railroad flagging
8. Asphalt restoration
9. Concrete driveway and sidewalk Restoration
10. Grouting of inverts
11. Traffic control is excluded.
12. Styrene free material is excluded from this proposal
13. Manual operation of any pumping and/or metering stations.
14. Bypass Pumping
15. Clearing and Grubbing
16. Property and landscape Restoration is excluded.
17. Scaffolding (if required) to access raised manholes.
18. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to access points and/or water supply hose.
19. Access to and use of fire hydrants and/or sufficient water supply (within 300 ft. of the installation site) to complete CIPP installation, including curing and flushing.
20. Additional cleaning of pipe in preparation for lining greater than 3 passes (Light Cleaning).
21. Removal and disposal of any hazardous or toxic materials encountered during the Project.
22. Any costs associated with the disposal of inversion/cure/cleaning water used in any operations.
23. Traffic control greater than cones and signs including, police details, Lane Closures, Sidewalk Closures, RR flagmen and special traffic control setups.
24. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.)
25. Point repairs of any kind.

26. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe because of any such collapse or repair.
27. Locations of and access (of ITLLC equipment and/or personnel) to all work areas associated with the project and as required by ITLLC's work plan. Owner to provide full access as needed for the lining.
28. Payment and Performance bonds. If payment and performance bonds are required, add 2.0% to the total Project cost.
29. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
30. State and local sales and/or use taxes.
31. Additional premiums for special insurance coverage(s) specific to this project.