



500 West Big Beaver
Troy, MI 48084
troymi.gov

**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION**

At a Regular meeting of the Troy City Council held on Monday, June 12, 2023, the following Resolution was passed:

J-4 Standard Purchasing Resolutions:

b) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 23-09 – 2023 CIPP Program

Resolution #2023-06-091-J-4b
Moved by Abraham
Seconded by Baker

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 23-09, 2023 CIPP Program, to *Insituform Technologies USA, LLC, 580 Goddard Ave, Chesterfield, MO 63005*, for their low bid of \$1,042,262.40.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is authorized in an amount not to exceed 25% of the total project cost.

Yes: Baker, Abraham, Brooks, Chamberlain-Creanga, Erickson Gault
No: None
Absent: Hamilton, Hodorek

MOTION CARRIED

I, M. Aileen Dickson, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Twelfth day of June, 2023.

A handwritten signature in black ink that reads "M. Aileen Dickson". The signature is written in a cursive style and is positioned above a horizontal line.

M. Aileen Dickson, MMC, MiPMC II
City Clerk

Insituform Technologies USA, LLC
 580 Goddard Ave
 Chesterfield, MO 63005

SAK Construction, LLC
 864 Hoff Road
 O'Fallon, MO 63366

Inliner Solutions, LLC
 28529 Goddard Rd
 Romulus, MI 48174

Item	Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
BASE BID								
1 Mobilization, Max \$35,000	1	LSUM	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 15,000.00	\$ 15,000.00
2 _Audio-Video Route Survey, Max \$5,000	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
3 _Maintaining Flow	1	LSUM	\$ 18,500.00	\$ 18,500.00	\$ 50,000.00	\$ 50,000.00	\$ 175,000.00	\$ 175,000.00
4 _Maintaining Traffic	1	LSUM	\$ 9,500.00	\$ 9,500.00	\$ 5,500.00	\$ 5,500.00	\$ 9,000.00	\$ 9,000.00
5 Fertilizer, Chemical Nutrient, CL A	100	LB	\$ 54.95	\$ 5,495.00	\$ 0.70	\$ 70.00	\$ 15.00	\$ 1,500.00
6 Mulch	5,000	SYD	\$ 8.24	\$ 41,200.00	\$ 0.80	\$ 4,000.00	\$ 0.75	\$ 3,750.00
7 Mulch Anchoring, Modified	5,000	SYD	\$ 8.24	\$ 41,200.00	\$ 1.10	\$ 5,500.00	\$ 0.50	\$ 2,500.00
8 Seeding, Mixture THM, Modified	500	LB	\$ 21.98	\$ 10,990.00	\$ 3.70	\$ 1,850.00	\$ 15.00	\$ 7,500.00
9 Sodding	5,000	SYD	\$ 10.99	\$ 54,950.00	\$ 5.00	\$ 25,000.00	\$ 7.50	\$ 37,500.00
10 Topsoil Surface, Furn, 3 inch	5,000	SYD	\$ 5.49	\$ 27,450.00	\$ 5.30	\$ 26,500.00	\$ 12.00	\$ 60,000.00
11 Water, Sodding/Seeding	50	UNIT	\$ 549.45	\$ 27,472.50	\$ 22.00	\$ 1,100.00	\$ 35.00	\$ 1,750.00
12 Weed Control (as needed)	1.0	ACRE	\$ 5,494.51	\$ 5,494.51	\$ 422.00	\$ 422.00	\$ 2,500.00	\$ 2,500.00
13 _Sod Replacement (as needed)	500	SYD	\$ 27.47	\$ 13,735.00	\$ 12.00	\$ 6,000.00	\$ 15.00	\$ 7,500.00
14 _Sanitary Sewer Lining, Styrene-Free Resin CIPP, 48 inch	1,307	FT	\$ 760.00	\$ 993,320.00	\$ 855.00	\$ 1,117,485.00	\$ 1,200.00	\$ 1,568,400.00
15 _DPW Structure Cover, Adj, Add Depth (as needed)	10	FT	\$ 2,736.77	\$ 27,367.70	\$ 2,650.00	\$ 26,500.00	\$ 775.00	\$ 7,750.00
16 _Reinstate Lateral Connection	1	EA	\$ 89.46	\$ 89.46	\$ 1,000.00	\$ 1,000.00	\$ 325.00	\$ 325.00
17 _DPW Structure Cover, Adj, Case 1 (as needed)	1	EA	\$ 29,119.41	\$ 29,119.41	\$ 1,895.00	\$ 1,895.00	\$ 7,500.00	\$ 7,500.00
18 _DPW Structure Cover, Adj, Case 2 (as needed)	1	EA	\$ 29,119.41	\$ 29,119.41	\$ 1,475.00	\$ 1,475.00	\$ 11,000.00	\$ 11,000.00
19 _DPW Structure Cover (as needed)	1	EA	\$ 29,119.41	\$ 29,119.41	\$ 2,640.00	\$ 2,640.00	\$ 4,500.00	\$ 4,500.00
20 _Chemical Root Control/Treatment (as needed)	600	FT	\$ 10.40	\$ 6,240.00	\$ 8.00	\$ 4,800.00	\$ 10.00	\$ 6,000.00
21 _Inspection Crew Day	\$ 800.00	CDA	30	\$ 24,000.00	30	\$ 24,000.00	40	\$ 32,000.00

TOTAL BASE BID AMOUNT: \$ 1,434,362.40 \$ 1,345,737.00 \$ 1,963,475.00

ALTERNATE #1 BID

14a _Sanitary Sewer Lining, Styrene Resin CIPP, 48 inch	1,307	FT	\$ 460.00	\$ 601,220.00	\$ 721.00	\$ 942,347.00	\$ 750.00	\$ 980,250.00
---	-------	----	-----------	---------------	-----------	---------------	-----------	---------------

TOTAL ALTERNATE #1 BID AMOUNT: \$ 1,042,262.40 \$ 1,170,599.00 \$ 1,375,325.00

PURCHASE ORDER

No. 2024-0000080
 DATE: 07/27/2023
 PAGE: 1 of 1
FOB DESTINATION

Ship To
 CITY OF TROY
 Engineering
 500 W BIG BEAVER RD
 TROY, MI 48084

Bill To
 CITY OF TROY
 Engineering
 500 W BIG BEAVER RD
 TROY, MI 48084

COUNCIL RESOLUTION
 2023-06-091-J-4b

VENDOR NO. 141705

Vendor
 INSITUFORM TECHNOLOGIES USA INC
 17988 EDISON AVE
 CHESTERFIELD, MO 63005

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	23-09 2023 CIPP Program	750,000.0000	\$750,000.00
1	Lump Sum	23-09 2023 CIPP Program	292,262.4000	\$292,262.40
				

Entered By: Nellie Bert

\$1,042,262.40

Special Instructions:

CITY COUNCIL AWARD DATE: June 12, 2023. Contract # 23-09-2023 CIPP Program. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

Nellie Bert

**VENDOR CERTIFICATION
THAT IT IS NOT AN
“IRAN LINKED BUSINESS”**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

Vendor	
Legal Name	INSITUFORM TECHNOLOGIES USA, LLC.
Street Address	580 Goddard Avenue
City	Chesterfield
State, Zip	Missouri, 63005
Corporate I.D. Number/State	not applicable
Taxpayer I.D. #	43-1319597

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.



Signature of Vendor's Authorized Agent:

Ursula J. Youngblood

Printed Name of Vendor's Authorized Agent:

Ursula J. Youngblood, Contracting & Attesting Officer

Witness Signature:

Christlanda Adkins

Printed Name of Witness:

Christlanda Adkins

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- (2) Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b) For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

INSITUFORM TECHNOLOGIES USA, LLC.

Name of Agency/Company/Firm (Please Print)

Ursula J. Youngblood, Contracting & Attesting Officer

Name and title of authorized representative (Please Print)

Ursula J. Youngblood.
Signature of authorized representative

31 May 2023

Date

I am unable to certify to the above statements. Attached is my explanation.



PLACE: CITY OF TROY
DATE: MAY 31, 2023
PROJECT: 2023 CIPP PROGRAM

The proposal of INSITUFORM TECHNOLOGIES USA, LLC. (hereinafter called "Bidder") to the City of Troy, Oakland County, Michigan

The Bidder, in compliance with the Advertisement for Bid for the "**2023 CIPP PROGRAM**", having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

The Bidder affirms that in making such Proposal, neither he nor any company that he may represent nor anyone on behalf of him or the company directly has entered into any combination or collusion, undertaking or agreement with any bidder or bidders to maintain that the prices of said work, or any attempt to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty - (60) calendar days after the scheduled closing time for receiving bids and may not be withdrawn after receiving a "Notice of Award".

The Bidder hereby agrees to commence work under this contract on or before the date to be specified in the written "Notice to Proceed".

The Bidder acknowledges receipt of the following addenda:

No. <u>one (1)</u>	DATED: <u>5/25/2023</u>
No. _____	DATED: _____
No. _____	DATED: _____

City of Troy
500 W. Big Beaver
Troy, Michigan 48084

Bids Due: Wednesday, May 31, 2023
11:00 A.M., Local Time
Contract: 23-09

The undersigned, as Bidder, declares that he has familiarized himself with the location of the proposed project in the City of Troy. Bidder acknowledges that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing the work, and agrees that he will contract with the City of Troy, Oakland County, Michigan to furnish all labor, materials, and equipment necessary to do all the work specified and prescribed, and that he will accept in full payment therefore the sum of:

CITY OF TROY CONTRACT 23-09

2023 CIPP PROGRAM
BASE BID

Line	Pay Item	Description	Quantity	Units	Unit Price	Total Cost
0001	1100001	Mobilization, Max \$35,000	1	LSUM	35,000.00	35,000.00
0002	2047051	_Audio-Video Route Survey, Max \$5,000	1	LSUM	5,000.00	5,000.00
0003	4027050	_Maintaining Flow	1	LSUM	18,500.00	18,500.00
0004	8127051	_Maintaining Traffic	1	LSUM	9,500.00	9,500.00
0005	8160020	Fertilizer, Chemical Nutrient, CI A	100	LB	54.95	5,495.00
0006	8160025	Mulch	5,000	SYD	8.24	41,200.00
0007	8160026	Mulch Anchoring, Modified	5,000	SYD	8.24	41,200.00
0008	8160039	Seeding, Mixture THM, Modified	500	LB	21.98	10,990.00
0009	8160055	Sodding	5,000	SYD	10.99	54,950.00
0010	8160061	Topsoil Surface, Furn, 3 inch	5,000	SYD	5.49	27,450.00
0011	8160090	Water, Sodding/Seeding	50	UNIT	549.45	27,472.50
0012	8160095	Weed Control (as needed)	1.0	ACRE	5,494.51	5,494.51
0013	8167011	_Sod Replacement (as needed)	500	SYD	27.47	13,735.00
0014	8257001	_Sanitary Sewer Lining, Styrene-Free Resin CIPP, 48 inch	1,307	FT	760.00	993,320.00
0015	8257001	_DPW Structure Cover, Adj, Add Depth (as needed)	10	FT	2,736.77	27,367.70
0016	8257050	Reinstate Lateral Connection	1	EA	89.46	89.46
0017	8257050	_DPW Structure Cover, Adj, Case 1 (as needed)	1	EA	29,119.41	29,119.41
0018	8257050	_DPW Structure Cover, Adj, Case 2 (as needed)	1	EA	29,119.41	29,119.41
0019	8257050	_DPW Structure Cover (as needed)	1	EA	29,119.41	29,119.41
0020	8507001	_Chemical Root Control/Treatment (as needed)	600	FT	10.40	6,240.00
0021	8507041	_Inspection Crew Day	30	CDAY	\$800.00	24,000.00
TOTAL BASE BID AMOUNT:						1,434,362.40

ALTERNATE #1 BID*

Line	Pay Item	Description	Quantity	Units	Unit Price	Total Cost
0014a	8257001	_Sanitary Sewer Lining, Styrene Resin CIPP, 48 inch	1,307	FT	460.00	601,220.00
ALTERNATE #1 AMOUNT						601,220.00
TOTAL BID AMOUNT (WITH ALTERNATE #1):						1,042,262.40

*Alternate #1, if selected, shall replace Item #14 - _Sanitary Sewer Lining, Styrene-Free Resin CIPP, 48 inch with Item #14a - _Sanitary Sewer Lining, Styrene Resin CIPP, 48 inch.

The City reserves the right to accept any bid, or to reject any or all bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or

conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.

The undersigned agrees to furnish the required bonds and insurance certificates within seven (7) days after the acceptance of this proposal and further agrees to start construction within ten (10) days after being notified that work can begin.

The company representative does warrant that by signing the bid documents, the additional insured endorsement will be included in the insurance coverage supplied to the City as part of the specified requirements. The sanitary sewer interceptor shall be Cured-In-Place and the tributary pipe connections back in service by **October 6, 2023**. All construction, including restoration, shall be completed by **November 24, 2023**.

Company: INSITIFORM TECHNOLOGIES USA, LLC.

Address: 580 Goddard Avenue

Chesterfield, MO 63005

County: St Louis County

Telephone: 636/530-8000

Email: UYoungblood@Aegion.com



Signed: Ursula J. Youngblood

Ursula J. Youngblood

Contracting & Attesting Offier

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two).

~~A corporation~~ Limited Liability Company ~~organized and doing business~~ organized under the laws of the State of ~~Michigan~~ Delaware for whom Ursula J. Youngblood whose signature is affixed to the Proposal, is duly authorized to execute contracts.

A Partnership, all members of which, with addresses, are:

N/A - Insituform Technologies USA, LLC is a Limited Liability Company

An Individual, whose signature is affixed to the Proposal.

N/A - Insituform Technologies USA, LLC is a Limited Liability Company

Please give the following information regarding your Proposal for this bid:

1. Number of years of experience in this work:

2

2. List the number and types of equipment to be used if awarded this bid:

SEE ATTACHED - Equipment List

3. List the municipalities you have contracted with during the past three years for this type of work:

SEE ATTACHED - Completed Projects Listing

4. Name of your bank and other financial reference:

SEE ATTACHED - Financial Information Sheet

5. Name of your insurance carrier:

6. PL/PD/BI Insurance carrier: SEE ATTACHED - Financial Information Sheet

and SEE ATTACHED - For Informational Purposes Only Cert

Workman's Compensation: _____

Amount of Insurance Coverage: _____

6. Comments: _____

Signed: _____

Ursula J. Youngblood

Title: _____

Ursula J. Youngblood, Contracting & Attesting Office



Name & Address of Firm: _____

INSITUFORM TECHNOLOGIES USA, LLC.

580 Goddard Avenue

Chesterfield, MO 63005

Date: _____

31 May 2023

TO WHOM IT MAY CONCERN:

Ursula J. Youngblood, being duly sworn deposed, says that he
(Print Full Name)

is Contracting & Attesting Officer. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

Ursula J. Youngblood
SIGNATURE OF PERSON SUBMITTING BID



Jana Lause
NOTARY PUBLIC

Subscribed and sworn to before me this 31st day of, May, 2023 in and for
St Louis County.

My commission expires:
5 December 2025

