THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2019-R-056

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND INSITUFORM TECHNOLOGIES FOR RIDGELAND AVENUE SANITARY SEWER LINING

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENnan
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
RESOLUTION NO. 2019-R-056

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND INSITUFORM TECHNOLOGIES FOR RIDGELAND AVENUE SANITARY SEWER LINING

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Insituform Technologies, a true and correct copy of such Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.
Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:  Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS:  None

ABSENT: None

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk
EXHIBIT 1

CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND INSITUFORM TECHNOLOGIES FOR RIDGELAND AVENUE SANITARY SEWER LINING
VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the Village of Tinley Park, a Illinois home-rule municipal corporation (the "Village"), and Insituform Technologies (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Seven Hundred Eighty Six Thousand Three Hundred Nineteen and 00/100 Dollars ($786,319.00). Within seven (7) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.

3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.

4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

5. Time is of the essence on this Contract. The Contractor shall complete all work under this Contract by the dates set forth below:

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.

9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.

10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

14. This Contract may only be amended by written instrument approved and executed by the parties.

15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.

18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.
Insituform Technologies

BY: [Signature] 6-28-19
Printed Name: Jana Lause
Title: Contracting Officer

VILLAGE OF TINLEY PARK

BY: [Signature] 6-18-19
Mayor
(required if Contract is $10,000 or more)

ATTEST:
[Signature] 6-18-19
Village Clerk
(required if Contract is $10,000 or more)

VILLAGE OF TINLEY PARK

BY: [Signature] 6-20-19
Village Manager

Date
CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Insituform Technologies USA, LLC
Name of Contractor (please print) Submitted by (signature)
Jana Lause

Contracting & Attesting Officer
Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Insituform Technologies USA, LLC
Name of Contractor (please print) Submitted by (signature)
Jana Lause

Contracting & Attesting Officer
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Insituform Technologies USA, LLC
Name of Contractor (please print) Submitted by (signature)
Jana Lause

Contracting & Attesting Officer
Title
Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

[Signature]
Insituform Technologies USA, LLC
Name of Contractor (please print)

[Signature]
Submitted by (signature)
Jana Lause
Contracting & Attesting Officer
Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.

B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

[Signature]
Insituform Technologies USA, LLC
Name of Contractor (please print)

[Signature]
Submitted by (signature)
Jana Lause
Contracting & Attesting Officer
Title
Exhibit A

SCOPE OF SERVICES

The Work consists of cured-in-place sewer lining of two side-by-side sanitary sewers ranging in size from 8-inch to 24-inch along Ridgeland Avenue from 167th Street to 175th Street in the Village of Tinley Park. The project shall also include lateral service connection reinstatement, cutting protruding sewer connections, epoxy sanitary manhole lining and all collateral work necessary to complete the work as specified.
Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

INSURED
1347996 Instuform Technologies USA, LLC
17988 Edison Avenue
Chesterfield MO 63005

INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>NAIC #</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE</th>
<th>POLICY EXPIRATION</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A: XL Insurance America, Inc.</td>
<td>CGD300084904</td>
<td>7/1/2019</td>
<td>7/1/2020</td>
<td>EACH OCCURRENCE $2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ea occurrence) $1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $10,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $4,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COM/PD/COMP/OP AGG $4,000,000</td>
<td></td>
</tr>
<tr>
<td>B: ACE American Insurance Company</td>
<td>ISA H25299516</td>
<td>7/1/2019</td>
<td>7/1/2020</td>
<td>COMBINED SINGLE LIMIT (Ea accident) $5,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Par person) $XXXXXXX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Par accident) $XXXXXXX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Par accident) $XXXXXXX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$XXXXXXX</td>
<td></td>
</tr>
<tr>
<td>C: Indemnity Insurance Co of North America</td>
<td>1000095154191</td>
<td>7/1/2019</td>
<td>7/1/2020</td>
<td>EACH OCCURRENCE $10,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $10,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$XXXXXXX</td>
<td></td>
</tr>
<tr>
<td>D: Starr Indemnity &amp; Liability Company</td>
<td>WLR366086222 (AZ,CA,MA)</td>
<td>7/1/2019</td>
<td>7/1/2020</td>
<td>X PER STATUTE OTHER</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

COVERAGES INST#2 CERTIFICATE NUMBER: 16172522 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DEScribed HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Ridgeland Avenue Sanitary Sewer Lining. Village of Tinley Park, Christopher B. Burke Engineering, Ltd. (CBBEL), Tinley Park Park District, Metra Rail and Cook County are additional insureds under General Liability, Auto Liability, and Excess Liability as required by written contract.

CERTIFICATE HOLDER
16172522
Village of Tinley Park
Colby C. Zemaitis, PE, CFM Village Engineer
16250 South Oak Park Avenue
Tinley Park IL 60477

CANCELLATION
See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
ENDORSEMENT #

This endorsement, effective 12:01 a.m., 7/1/2019, forms a part of

Policy No. CGD300084904 issued to AEGION CORPORATION

By XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification

<table>
<thead>
<tr>
<th>Name of Person(s) or Entity(ies)</th>
<th>Mailing Address:</th>
<th>Number of Days Advanced Notice of Cancellation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS PER SCHEDULE ON FILE WITH THE COMPANY.</td>
<td></td>
<td>30</td>
</tr>
</tbody>
</table>

All other terms and conditions of the Policy remain unchanged.
NOTICE TO OTHERS ENDORSEMENT SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

<table>
<thead>
<tr>
<th>Named Insured: Aegion Corporation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Symbol: ISA</td>
<td>ISA</td>
</tr>
<tr>
<td>Policy Number: H25298516</td>
<td></td>
</tr>
<tr>
<td>Policy Period: 7/1/2019 to 7/1/2020</td>
<td></td>
</tr>
<tr>
<td>Effective Date of Endorsement</td>
<td></td>
</tr>
</tbody>
</table>

Issued By (Name of Insurance Company):
ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be in addition to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

ALL-32698 (01/11)
Starr Indemnity & liability Company
Dallas, TX 1-866-519-2522

Earlier Notice of Cancellation
Provided by US

Policy Number: 1000095154191  Effective Date: 7/1/2019 at 12:01 A.M.
Named Insured: Aegion Corporation

SCHEDULE

| Number Of Days' Notice | 90 |

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Signed for the company as of the Effective Date above:

Charles H. Dangelo, President  Nehemiah E. Ginsburg, General Counsel
Workers' Compensation and Employers' Liability Policy

Named Insured
AEGION CORPORATION
17988 EDISON AVENUE
CHESTERFIELD MO 63005

Policy Period
7/1/2019 TO 7/1/2020

Issued By (Name of Insurance Company)
Indemnity Insurance Co of North America

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be in addition to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notificator to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.
This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI

Authorized Representative
7/3/2019

Alex Crews
Lockton Companies
Three City Place Drive, Suite 900
St. Louis, MO 63141

Re: Railroad Protective Liability Binder
   Policy Number: RPHV842269-1
   Policy Term: 7/2/2019 to 2/2/2020

Dear Alex,

Thank you for the order to bind. We are pleased to offer the following confirmation that coverage is bound.

This letter confirms that the following limits and coverages have been mutually agreed to by the insured and the insurance carrier. It further confirms that any other options that may have been offered in the proposal quotation have been declined by the insured.

Named Insured: Metra Railroad
Mailing Address: 547 West Jackson Boulevard
                 Chicago, IL 60661

Designated Contractor: Insituform Technologies USA, LLC
Mailing Address: 17988 Edison Avenue
                 Chesterfield, MO 63005

Governmental Authority: Village of Tinley Park
                       16250 Oak Park Avenue
                        Tinley Park, IL

Job Description: Job Contract # 121767 - Lining 558' of sewer line under the railroad tracks
Job Location: intersection of Oak Forest Avenue and Ridgeland Avenue in Tinley Park, IL

Limits of Liability: $5,000,000 Each Occurrence
                   $10,000,000 Policy Aggregate

Premium: $5,200 (Premium is due and payable within 30 days of binding – Premium is Fully Earned at Inception)

Note: Premium includes a charge for Certified Acts of Terrorism (TRIA) and is not optional.

Commission: 0%
Coverage: Railroad Protective Liability (ISO-RIMA Form CG 00 35 12 07)
Insurance Company: Liberty Surplus Insurance Corporation, a non-admitted surplus lines carrier (E&S Taxes Apply)
Taxes: All tax filings are the responsibility of the Producer.

State: IL
This policy may be subject to surplus lines taxes, stamping fees, surcharges, and certain surplus lines reporting requirements mandated by state regulation. The Surplus Lines Broker is responsible for the disclosure of all related taxes, surcharges, and fees. The Surplus Lines Broker is also responsible for the applicable surplus lines reporting requirements including but not limited to the submission of diligent search forms.

### Terms and Conditions:

- Railroad Protective Liability Coverage Form (Standard ISO Policy Form)  
- Railroad Protective Liability Declarations  
- Amendment – Duties in the Event of an Occurrence, Claim or Suit  
- Disclosure – Terrorism Risk Insurance Act  
- Cap on Losses from Certified Acts of Terrorism  
- Applicable State Service of Suit  
- Applicable State Amendatory Endorsements (if any)

### Exclusions:

- Asbestos Exclusion Endorsement  
- Exclusion – Nuclear Energy Liability  
- Sanction Limitation and Exclusion Clause

If you should have any questions, please do not hesitate to contact us.

Sincerely,

Authorized Representative  
UNDERWRITER  
TITLE  
PHONE  
EMAIL
LIBERTY SURPLUS INSURANCE CORPORATION
(A New Hampshire Stock Insurance Company, hereinafter the "Company")

Effective Date: 7/2/2019
Policy Number: RPHV822269-1
Issued To: Metra Railroad

DISCLOSURE – TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

The premium charge for this coverage for the policy period is $200.

Federal Participation In Payment Of Terrorism Losses

If an individual insurer's losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger".

The Federal Share and Program Trigger by calendar year are:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Federal Share</th>
<th>Program Trigger</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>85%</td>
<td>$100,000,000</td>
</tr>
<tr>
<td>2016</td>
<td>84%</td>
<td>$120,000,000</td>
</tr>
<tr>
<td>2017</td>
<td>83%</td>
<td>$140,000,000</td>
</tr>
<tr>
<td>2018</td>
<td>82%</td>
<td>$160,000,000</td>
</tr>
<tr>
<td>2019</td>
<td>81%</td>
<td>$180,000,000</td>
</tr>
<tr>
<td>2020</td>
<td>80%</td>
<td>$200,000,000</td>
</tr>
</tbody>
</table>

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to "certified acts of terrorism" exceed $100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds $100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-056, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND INSITUFORM TECHNOLOGIES FOR RIDGELAND AVENUE SANITARY SEWER LINING," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.

KRISTIN A. THIRION, VILLAGE CLERK