

AGREEMENT TO PROVIDE ANNUAL
SANITARY SEWER REHABILITATION SERVICES

This Agreement entered into on this 22nd day of January, 2018, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and IPR SOUTHEAST, LLC, a foreign limited liability company authorized to do business in the state of Georgia, whose address is 5207 Brer Rabbit Road, Stone Mountain, GA 30083, (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor for Annual Sanitary Sewer Rehabilitation Services.

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. **Services Provided by Contractor.**

The Contractor will furnish all products, tools, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner Annual Sanitary Sewer Rehabilitation Services in accordance with Attachment A, incorporated herein by reference, (hereinafter called "Work"), attached hereto and made a part hereof. Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Rockdale Water Resources Director or his designee and consistent with all Federal, State and Local laws.

The Contract Documents, Bid documents, Invitation to Bid, and drawings are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the County.

2. **Fees and Compensation.**

All unit pricing is fixed through the term of this Agreement as set forth in Attachment A, attached hereto and made a part hereof, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. The County shall provide payment within thirty (30) days of receiving said undisputed invoice.

It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Saturdays or Sundays, or on legal holidays), tools, construction equipment, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated

with resident inspector overtime will be deducted from the Contractor's monthly payment request.

- (b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:
- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
 - (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment.

3. **Effective Dates of Agreement.**

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be one (1) year from the effective date, with the option to renew two (2) additional one (1) year terms, renewable each year, unless terminated by either party as detailed in section 13 of this Agreement.

The Contractor shall begin the Work according the Work Order, which will specify the required project completion date. The Contractor further agrees to complete the work as bid within the assigned calendar days after receipt of Work Order, unless a time extension is authorized in writing by the Project Manager.

Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500.00 for each calendar day that there is default of completing the Work within the time limit named in the Work Order. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Rockdale County, Georgia as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

4. **Rejection of Work and Materials.**

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and

authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

5. **Supervision of Work.**

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. **Changes in the Contract.**

The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

7. **Insurance and Bonds.**

The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the contract, has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor. If task order exceeds \$100,000, a performance bond and payment bond will be required.

8. **Interruption of Facility Operations.**

The Contractor shall provide the County with written notice at least three days prior to any interruption in facility operations required by construction activity. The notice shall include the date and time of the scheduled interruption, the length of time the interruption will be in effect, the procedures to be followed, a complete identification of all those processes, equipment and operations to be affected, and all other information the County may require. The Contractor shall provide any equipment, piping, auxiliary power or other means necessary to sustain facility operations.

9. **Protection of Work, Property and Persons.**

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all

necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- (b) The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.
- (c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.
- (d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury or loss.
- (e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

10. **Protection of the Environment.**

- (a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work, and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning and grading operations.
- (b) Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.
- (c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

11. **Protection, Location and Relocation of Utilities.**

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

12. **Indemnification.**

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

13. **Termination of Agreement.**

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

14. **Notice.**

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:

Rockdale County, Georgia
Attn: Tina Malone
958 Milstead Ave., Suite 200
Conyers, GA 30012

To the Contractor:

IPR Southeast, LLC
Attn: Wendy Wilkes
5207 Brer Rabbit Road
Stone Mountain, GA 30083

And copy to:

Rockdale County Water Resources
Attention David Cervone
1329 Portman Drive, Suite H
Conyers, GA 30012

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

15. **Assignment.**

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

16. **Corporate Authority.**

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

17. **Waiver.**

No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

18. **Severability.**

If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. **Interpretation.**

Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

20. **Venue & Jurisdiction.**

The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor

hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

21. **Governing Law.**

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

22. **Binding Effect.**

This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

23. **Further Assurances.**

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

24. **Entire Agreement.**

This Agreement, its attachments and essential documents (as provided in ¶ 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

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2019-09


Contract No. ~~2018~~

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

IPR SOUTHEAST, LLC

ROCKDALE COUNTY, GEORGIA

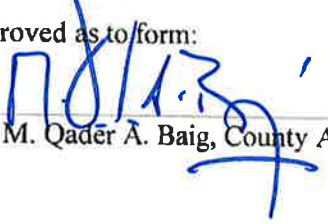
By: 
Patrick Maginn - VP/ General Manager

By: 
Osborn Nesbitt, Sr., Chairman

Witness:



Attest: 
Jennifer Rutledge, County Clerk

Approved as to form: 
M. Qader A. Baig, County Attorney

BID FORM

ANNUAL SANITARY SEWER REHABILITATION SERVICES

Department of Water Resources

ITEM #	DESCRIPTION (include all expenses, overhead and profit)	APPROX. QTY	UNIT PRICE	TOTAL PRICE
CHEMICAL ROOT CONTROL				
1	Up to 8"	100	LF 1.90	190.00
2	10" - 12"	100	LF 2.25	225.00
3	14" - 17"	100	LF 2.75	275.00
4	18" - 24"	100	LF 4.00	400.00
BYPASS PUMPING				
5	Setup for 3" - 6" Pump	5	EA 1,500.00	7,500.00
6	Setup for 8" - 12" Pump	5	EA 4,000.00	20,000.00
7	Discharge Line for 3" - 6" Pump	100	LF 5.00	500.00
8	Discharge Line for 8" - 12" Pump	100	LF 12.00	1,200.00
9	Operation of 3" - 6" Pump	10	HR 95.00	950.00
10	Operation of 6" - 12" Pump	10	HR 350.00	3,500.00
PIPE REHABILITATION Cured in Place Pipe (CIPP) - Full Length				
11	6" x 4.5 mm CIPP	100	LF 42.00	4,200.00
12	8" x 6.0 mm CIPP	100	LF 32.00	3,200.00
13	10" x 6.0 mm CIPP	100	LF 35.00	3,500.00
14	12" x 6.0 mm CIPP	100	LF 38.00	3,800.00
15	14" x 6.0 mm CIPP	10	LF 55.00	550.00
16	15" x 6.0 mm CIPP	10	LF 65.00	650.00
15	16" x 6.0 mm CIPP	10	LF 75.00	750.00
18	18" x 7.5 mm CIPP	10	LF 98.00	980.00
19	20" x 7.5 mm CIPP	10	LF 135.00	1,350.00
20	24" x 9.0 mm CIPP	10	LF 155.00	1,550.00
21	30" x 12.0 mm CIPP	10	LF 200.00	2,000.00
22	Additional Cost per 1.5 mm Thickness 8" diameter	1	LF 1.00	1.00
23	Additional Cost per 1.5 mm Thickness 10" diameter	1	LF 5.00	5.00
24	Additional Cost per 1.5 mm Thickness 12" diameter	1	LF 5.00	5.00
25	Additional Cost per 1.5 mm Thickness 14" diameter	1	LF 5.00	5.00

26	Additional Cost per 1.5 mm Thickness 15" diameter	1	LF	5.00	5.00
27	Additional Cost per 1.5 mm Thickness 16" diameter	1	LF	7.00	7.00
28	Additional Cost per 1.5 mm Thickness 18" diameter	1	LF	10.00	10.00
29	Additional Cost per 1.5 mm Thickness 20" diameter	1	LF	10.00	10.00
30	Additional Cost per 1.5 mm Thickness 24" diameter	1	LF	20.00	20.00
31	Additional Cost per 1.5 mm Thickness 30" diameter	1	LF	20.00	20.00
32	Service Lateral Reinstatement - Remote	1	EA	150.00	150.00
33	Service Lateral Reinstatement - Man Entry	1	EA	800.00	800.00
Service Lateral Rehabilitation with CIPP					
34	4" x 4.5 mm CIPP	1	EA	4,250.00	4,250.00
35	4" CIPP over 15' in length	1	LF	85.00	85.00
36	6" x 4.5 mm CIPP	1	EA	3,750.00	3,750.00
37	6" CIPP over 15' in length	1	LF	87.00	87.00
38	PVC Cleanout Installation (Traditional Excavation)	1	EA	1,250.00	1,250.00
39	PVC Cleanout Installation (Trenchless or Vacuum)	1	EA	1,650.00	1,650.00
Pipebursting - Full Length 0' - 10' depth installing HDPE Pipe					
40	Insertion/Receiving Pit	1	EA	3,000.00	3,000.00
41	Service Reinstatement	10	EA	1,650.00	16,500.00
42	6"	1,000	LF	52.00	52,000.00
43	8"	1	LF	65.00	65.00
44	10"	1,000	LF	62.00	62,000.00
45	12"	1	LF	80.00	80.00
46	14"	1	LF	110.00	110.00
47	15"	1	LF	125.00	125.00
48	16"	1	LF	140.00	140.00
49	18"	1	LF	195.00	195.00
50	20"	1	LF	215.00	215.00
51	24"	1	LF	250.00	250.00
52	30"	1	LF	325.00	325.00
>10' - 15' depth installing HDPE Pipe					
53	Insertion/Receiving Pit	2	EA	3,500.00	7,000.00
54	Service Reinstatement	4	EA	2,200.00	8,800.00
55	6"	1	LF	75.00	75.00
56	8"	1	LF	75.00	75.00
57	10"	1	LF	85.00	85.00
58	12"	1	LF	105.00	105.00
59	14"	1	LF	125.00	125.00
60	15"	1	LF	150.00	150.00
61	16"	1	LF	185.00	185.00
62	18"	1	LF	200.00	200.00

63	20"	1	LF	255.00	255.00
64	24"	1	LF	325.00	325.00
65	30"	1	LF	420.00	420.00
>15' - 20' depth installing HDPE Pipe					
66	Insertion/Receiving Pit	1	EA	6,000.00	6,000.00
67	Service Reinstatement	2	EA	2,950.00	5,900.00
68	6"	1	LF	80.00	80.00
69	8"	1	LF	85.00	85.00
70	10"	1	LF	95.00	95.00
71	12"	1	LF	105.00	105.00
72	14"	1	LF	155.00	155.00
73	15"	1	LF	165.00	165.00
74	16"	1	LF	205.00	205.00
75	18"	1	LF	250.00	250.00
76	20"	1	LF	295.00	295.00
77	24"	1	LF	385.00	385.00
78	30"	1	LF	425.00	425.00
>20' - 25' depth installing DRPE Pipe					
79	Insertion/Receiving Pit	1	EA	8,750.00	8,750.00
80	Service Reinstatement	2	EA	3,750.00	7,500.00
81	6"	1	LF	90.00	90.00
82	8"	1	LF	95.00	95.00
83	10"	1	LF	105.00	105.00
84	12"	1	LF	125.00	125.00
85	14"	1	LF	170.00	170.00
86	15"	1	LF	195.00	195.00
87	16"	1	LF	205.00	205.00
88	18"	1	LF	275.00	275.00
89	20"	1	LF	325.00	325.00
90	24"	1	LF	425.00	425.00
91	30"	1	LF	550.00	550.00
POINT REPAIRS - UNPAVED AREAS Depth of Cut for 8" PVC, 0 - 10' of length					
92	0 - 8'	15	EA	1,750.00	26,250.00
93	8.01 - 10'	5	EA	1,900.00	9,500.00
94	10.01 - 12'	5	EA	2,000.00	10,000.00
95	12.01 - 14'	3	EA	2,250.00	6,750.00
96	14.01 - 16'	3	EA	2,500.00	7,500.00
97	16.01 - 18'	2	EA	4,250.00	8,500.00
98	18.01 - 20'	2	EA	6,000.00	12,000.00
99	20.01 - 22'	1	EA	6,500.00	6,500.00
100	22.01 - 24'	1	EA	6,500.00	6,500.00
101	24.01 - 26'	1	EA	7,000.00	7,000.00
102	DIP as an extra	50	LF	55.00	2,750.00
8" PVC Per LF over 10' of length					
103	0 - 8'	100	LF	115.00	11,500.00

104	8.01 - 10'	100	LF	120.00	12,000.00
105	10.01 - 12'	12	LF	175.00	2,100.00
106	12.01 - 14'	1	LF	185.00	185.00
107	14.01 - 16'	1	LF	225.00	225.00
108	16.01 - 18'	1	LF	250.00	250.00
109	18.01 - 20'	1	LF	250.00	250.00
110	20.01 - 22'	1	LF	300.00	300.00
111	22.01 - 24'	1	LF	300.00	300.00
112	24.01 - 26'	1	LF	300.00	300.00
113	DIP as an extra	50	LF	250.00	12,500.00
Depth of Cut for 10" PVC, 0 - 10' of length					
114	0 - 8'	2	EA	1,850.00	3,700.00
115	8.01 - 10'	2	EA	1,950.00	3,900.00
116	10.01 - 12'	1	EA	2,500.00	2,500.00
117	12.01 - 14'	1	EA	3,500.00	3,500.00
118	14.01 - 16'	1	EA	5,000.00	5,000.00
119	16.01 - 18'	1	EA	5,000.00	5,000.00
DESCRIPTION - include all expenses, overhead and profit					
120	18.01 - 20'	1	EA	5,500.00	5,500.00
121	20.01 - 22'	1	EA	6,000.00	6,000.00
122	22.01 - 24'	1	EA	6,000.00	6,000.00
123	24.01 - 26'	1	EA	6,000.00	6,000.00
124	DIP as an extra	1	LF	300.00	300.00
10" PVC Per LF over 10' of length					
125	0 - 8'	1	LF	145.00	145.00
126	8.01 - 10'	1	LF	150.00	150.00
127	10.01 - 12'	30	LF	150.00	4,500.00
128	12.01 - 14'	1	LF	185.00	185.00
129	14.01 - 16'	1	LF	250.00	250.00
130	16.01 - 18'	1	LF	250.00	250.00
131	18.01 - 20'	1	LF	250.00	250.00
132	20.01 - 22'	1	LF	300.00	300.00
133	22.01 - 24'	1	LF	300.00	300.00
134	24.01 - 26'	1	LF	300.00	300.00
135	DIP as an extra	1	LF	300.00	300.00
Depth of Cut for 12" PVC, 0 - 10' of length					
136	0 - 8'	1	EA	2,750.00	2,750.00
137	8.01 - 10'	1	EA	3,000.00	3,000.00
138	10.01 - 12'	1	EA	3,250.00	3,250.00
139	12.01 - 14'	1	EA	3,500.00	3,500.00
140	14.01 - 16'	1	EA	4,500.00	4,500.00
141	16.01 - 18'	1	EA	5,500.00	5,500.00
142	18.01 - 20'	1	EA	5,500.00	5,500.00
143	20.01 - 22'	1	EA	5,500.00	5,500.00
144	22.01 - 24'	1	EA	6,000.00	6,000.00
145	24.01 - 26'	1	EA	6,000.00	6,000.00

146	DIP as an extra	1	LF	300.00	300.00
12" PVC Per LF over 10' of length					
147	0 - 8'	1	LF	150.00	150.00
148	8.01 - 10'	1	LF	150.00	150.00
149	10.01 - 12'	1	LF	150.00	150.00
150	12.01 - 14'	1	LF	185.00	185.00
151	14.01 - 16'	1	LF	250.00	250.00
152	16.01 - 18'	1	LF	250.00	250.00
153	18.01 - 20'	1	LF	300.00	300.00
154	20.01 - 22'	1	LF	300.00	300.00
155	22.01 - 24'	1	LF	400.00	400.00
156	24.01 - 26'	1	LF	400.00	400.00
157	DIP as an extra	1	LF	300.00	300.00
Depth of Cut for 14" PVC, 0 - 10' of length					
158	0 - 8'	1	EA	2,500.00	2,500.00
159	8.01 - 10'	1	EA	3,250.00	3,250.00
160	10.01 - 12'	1	EA	3,750.00	3,750.00
161	12.01 - 14'	1	EA	5,000.00	5,000.00
162	14.01 - 16'	1	EA	5,000.00	5,000.00
163	16.01 - 18'	1	EA	5,000.00	5,000.00
164	18.01 - 20'	1	EA	5,500.00	5,500.00
165	20.01 - 22'	1	EA	5,500.00	5,500.00
166	22.01 - 24'	1	EA	5,500.00	5,500.00
167	24.01 - 26'	1	EA	5,500.00	5,500.00
168	DIP as an extra	1	LF	300.00	300.00
14" PVC Per LF over 10' of length					
169	0 - 8'	1	LF	150.00	150.00
170	8.01 - 10'	1	LF	150.00	150.00
171	10.01 - 12'	1	LF	150.00	150.00
172	12.01 - 14'	1	LF	200.00	200.00
173	14.01 - 16'	1	LF	250.00	250.00
174	16.01 - 18'	1	LF	250.00	250.00
175	18.01 - 20'	1	LF	300.00	300.00
176	20.01 - 22'	1	LF	300.00	300.00
177	22.01 - 24'	1	LF	400.00	400.00
178	24.01 - 26'	1	LF	400.00	400.00
179	DIP as an extra	1	LF	300.00	300.00
Depth of Cut for 15" PVC, 0 - 10' of length					
180	0 - 8'	1	EA	3,250.00	3,250.00
181	8.01 - 10'	1	EA	3,250.00	3,250.00
182	10.01 - 12'	1	EA	3,500.00	3,500.00
183	12.01 - 14'	1	EA	5,000.00	5,000.00
184	14.01 - 16'	1	EA	5,500.00	5,500.00
185	16.01 - 18'	1	EA	5,500.00	5,500.00
186	18.01 - 20'	1	EA	6,000.00	6,000.00
187	20.01 - 22'	1	EA	6,000.00	6,000.00

188	22.01 - 24'	1	EA	6,000.00	6,000.00
189	24.01 - 26'	1	EA	6,000.00	6,000.00
190	DIP as an extra	1	LF	300.00	300.00
15" PVC Per LF over 10' of length					
191	0 - 8'	1	LF	155.00	155.00
192	8.01 - 10'	1	LF	155.00	155.00
193	10.01 - 12'	1	LF	155.00	155.00
194	12.01 - 14'	1	LF	185.00	185.00
195	14.01 - 16'	1	LF	250.00	250.00
196	16.01 - 18'	1	LF	250.00	250.00
197	18.01 - 20'	1	LF	325.00	325.00
198	20.01 - 22'	1	LF	375.00	375.00
199	22.01 - 24'	1	LF	375.00	375.00
200	24.01 - 26'	1	LF	475.00	475.00
201	DIP as an extra	1	LF	300.00	300.00
Depth of Cut for 16" PVC, 0 - 10' of length					
202	0 - 8'	1	EA	3,500.00	3,500.00
203	8.01 - 10'	1	EA	4,000.00	4,000.00
204	10.01 - 12'	1	EA	4,000.00	4,000.00
205	12.01 - 14'	1	EA	4,500.00	4,500.00
206	14.01 - 16'	1	EA	5,500.00	5,500.00
207	16.01 - 18'	1	EA	6,000.00	6,000.00
208	18.01 - 20'	1	EA	6,000.00	6,000.00
209	20.01 - 22'	1	EA	6,000.00	6,000.00
210	22.01 - 24'	1	EA	6,500.00	6,500.00
211	24.01 - 26'	1	EA	6,500.00	6,500.00
212	DIP as an extra	1	LF	385.00	385.00
16" PVC Per LF over 10' of length					
213	0 - 8'	1	LF	155.00	155.00
214	8.01 - 10'	1	LF	155.00	155.00
215	10.01 - 12'	1	LF	155.00	155.00
216	12.01 - 14'	1	LF	250.00	250.00
217	14.01 - 16'	1	LF	275.00	275.00
218	16.01 - 18'	1	LF	275.00	275.00
219	18.01 - 20'	1	LF	325.00	325.00
220	20.01 - 22'	1	LF	400.00	400.00
221	22.01 - 24'	1	LF	400.00	400.00
222	24.01 - 26'	1	LF	425.00	425.00
223	DIP as an extra	1	LF	385.00	385.00
Depth of Cut for 18" DIP, 0 - 10' of length					
224	0 - 8'	1	EA	4,250.00	4,250.00
225	8.01 - 10'	1	EA	5,000.00	5,000.00
226	10.01 - 12'	1	EA	5,000.00	5,000.00
227	12.01 - 14'	1	EA	6,000.00	6,000.00
228	14.01 - 16'	1	EA	6,000.00	6,000.00
229	16.01 - 18'	1	EA	6,500.00	6,500.00

230	18.01 - 20'	1	EA	7,000.00	7,000.00
231	20.01 - 22'	1	EA	7,000.00	7,000.00
232	22.01 - 24'	1	EA	7,500.00	7,500.00
233	24.01 - 26'	1	EA	7,500.00	7,500.00
18" DIP Per LF over 10' of length					
234	0 - 8'	1	LF	200.00	200.00
235	8.01 - 10'	1	LF	250.00	250.00
236	10.01 - 12'	1	LF	250.00	250.00
237	12.01 - 14'	1	LF	250.00	250.00
238	14.01 - 16'	1	LF	300.00	300.00
239	16.01 - 18'	1	LF	300.00	300.00
240	18.01 - 20'	1	LF	300.00	300.00
241	20.01 - 22'	1	LF	300.00	300.00
242	22.01 - 24'	1	LF	300.00	300.00
243	24.01 - 26'	1	LF	300.00	300.00
Depth of Cut for 20" DIP, 0 - 10' of length					
244	0 - 8'	1	EA	5,000.00	5,000.00
245	8.01 - 10'	1	EA	5,000.00	5,000.00
246	10.01 - 12'	1	EA	5,000.00	5,000.00
247	12.01 - 14'	1	EA	6,000.00	6,000.00
248	14.01 - 16'	1	EA	6,500.00	6,500.00
249	16.01 - 18'	1	EA	6,500.00	6,500.00
250	18.01 - 20'	1	EA	6,500.00	6,500.00
251	20.01 - 22'	1	EA	7,000.00	7,000.00
252	22.01 - 24'	1	EA	7,000.00	7,000.00
253	24.01 - 26'	1	EA	7,500.00	7,500.00
20" DIP Per LF over 10' of length					
254	0 - 8'	1	LF	175.00	175.00
255	8.01 - 10'	1	LF	175.00	175.00
256	10.01 - 12'	1	LF	175.00	175.00
257	12.01 - 14'	1	LF	175.00	175.00
258	14.01 - 16'	1	LF	200.00	200.00
259	16.01 - 18'	1	LF	200.00	200.00
260	18.01 - 20'	1	LF	225.00	225.00
261	20.01 - 22'	1	LF	350.00	350.00
262	22.01 - 24'	1	LF	350.00	350.00
263	24.01 - 26'	1	LF	350.00	350.00
Depth of Cut for 24" DIP, 0 - 10' of length					
264	0 - 8'	1	EA	7,500.00	7,500.00
265	8.01 - 10'	1	EA	7,700.00	7,700.00
266	10.01 - 12'	1	EA	8,500.00	8,500.00
267	12.01 - 14'	1	EA	9,000.00	9,000.00
268	14.01 - 16'	1	EA	9,000.00	9,000.00
269	16.01 - 18'	1	EA	10,500.00	10,500.00
270	18.01 - 20'	1	EA	11,500.00	11,500.00
271	20.01 - 22'	1	EA	12,500.00	12,500.00

272	22.01 - 24'	1	EA	12,800.00	12,500.00
273	24.01 - 26'	1	EA	12,500.00	12,500.00
24" DIP Per LF over 10' of length					
274	0 - 8'	1	LF	300.00	300.00
275	8.01 - 10'	1	LF	300.00	300.00
276	10.01 - 12'	1	LF	300.00	300.00
277	12.01 - 14'	1	LF	300.00	300.00
278	14.01 - 16'	1	LF	300.00	300.00
279	16.01 - 18'	1	LF	400.00	400.00
280	18.01 - 20'	1	LF	400.00	400.00
281	20.01 - 22'	1	LF	400.00	400.00
282	22.01 - 24'	1	LF	400.00	400.00
283	24.01 - 26'	1	LF	400.00	400.00
Depth of Cut for 30" DIP, 0 - 10' of length					
284	0 - 8'	1	EA	8,000.00	8,000.00
285	8.01 - 10'	1	EA	8,000.00	8,000.00
286	10.01 - 12'	1	EA	8,000.00	8,000.00
287	12.01 - 14'	1	EA	8,500.00	8,500.00
288	14.01 - 16'	1	EA	9,000.00	9,000.00
289	16.01 - 18'	1	EA	9,500.00	9,500.00
290	18.01 - 20'	1	EA	10,000.00	10,000.00
291	20.01 - 22'	1	EA	10,000.00	10,000.00
292	22.01 - 24'	1	EA	10,500.00	10,500.00
293	24.01 - 26'	1	EA	10,500.00	10,500.00
30" DIP Per LF over 10' of length					
294	0 - 8'	1	LF	350.00	350.00
295	8.01 - 10'	1	LF	350.00	350.00
296	10.01 - 12'	1	LF	350.00	350.00
297	12.01 - 14'	1	LF	450.00	450.00
298	14.01 - 16'	1	LF	450.00	450.00
299	16.01 - 18'	1	LF	450.00	450.00
300	18.01 - 20'	1	LF	450.00	450.00
301	20.01 - 22'	1	LF	500.00	500.00
302	22.01 - 24'	1	LF	500.00	500.00
303	24.01 - 26'	1	LF	500.00	500.00
INTERNAL MECHANICAL POINT REPAIR					
304	8" Internal Seal	1	EA	4,000.00	4,000.00
305	10" Internal Seal	1	EA	4,000.00	4,000.00
306	12" Internal Seal	1	EA	4,000.00	4,000.00
307	14" Internal Seal	1	EA	6,000.00	6,000.00
308	15" Internal Seal	1	EA	6,000.00	6,000.00
309	16" Internal Seal	1	EA	6,000.00	6,000.00
310	18" Internal Seal	1	EA	8,000.00	8,000.00
311	20" Internal Seal	1	EA	9,500.00	9,500.00
312	24" Internal Seal	1	EA	10,000.00	10,000.00
313	30" Internal Seal	1	EA	12,500.00	12,500.00

Manhole Repair / Rehabilitation					
UNPAVED					
AREAS					
314	Repair Manhole Bench/Table and Invert	10	EA	400.00	4,000.00
315	48" diameter - Cementitious Rehabilitation	50	VF	130.00	6,500.00
316	60" diameter - Cementitious Rehabilitation	1	VF	185.00	185.00
317	72" diameter - Cementitious Rehabilitation	8	VF	200.00	1,600.00
318	48" diameter - Epoxy/Urethane Rehabilitation	150	VF	250.00	37,500.00
319	60" diameter - Epoxy/Urethane Rehabilitation	1	VF	350.00	350.00
320	72" diameter - Epoxy/Urethane Rehabilitation	8	VF	385.00	3,080.00
321	48" diameter - Fiberglass Insert	1	VF	1,500.00	1,500.00
322	60" diameter - Fiberglass Insert	1	VF	1,500.00	1,500.00
323	72" diameter - Fiberglass Insert	1	VF	1,500.00	1,500.00
324	48" diameter - Polymer Cement Manhole	1	VF	200.00	200.00
325	60" diameter - Polymer Cement Manhole	1	VF	225.00	225.00
326	72" diameter - Polymer Cement Manhole	1	VF	275.00	275.00
327	Mortar Grout Lift Holes	50	EA	25.00	1,250.00
328	Mortar Grout Manhole Crack/Joints	500	LF	12.00	6,000.00
329	Pressure Grout Pipe Seal	1	EA	600.00	600.00
330	Pressure Grout Manhole Crack/Joint	1	EA	600.00	600.00
331	Grout used	1	GAL	400.00	400.00
Manhole Adjustment					
UNPAVED					
AREAS					
332	Internal manhole Frame seal	1	EA	500.00	500.00
333	External manhole Frame seal	1	EA	1,100.00	1,100.00
334	Re-set existing manhole Frame & Cover	10	EA	500.00	5,000.00
335	Remove existing manhole Frame & Cover and replace w/ standard Frame & Cover	10	EA	850.00	8,500.00
336	Remove existing manhole Frame & Cover and replace w/ watertight (bolt down) Frame & Cover	10	EA	950.00	9,500.00
337	Locate and expose buried manhole	20	EA	600.00	12,000.00
338	Adjust elevation of manhole Frame & Cover up to 1.0 feet using brick	10	EA	500.00	5,000.00
Install 1.0' vertical riser pre-cast manhole barrel section					
339	48" diameter	1	EA	500.00	500.00
340	60" diameter	1	EA	550.00	550.00
341	72" diameter	1	EA	750.00	750.00
Install 2.0' vertical riser pre-cast manhole barrel section					
342	48" diameter	1	EA	650.00	650.00
343	60" diameter	1	EA	750.00	750.00
344	72" diameter	1	EA	900.00	900.00
Install 4.0' vertical riser pre-cast manhole barrel section					
345	48" diameter	1	EA	950.00	950.00
346	60" diameter	1	EA	1,200.00	1,200.00

347	72" diameter	1	EA	1,350.00	1,350.00
348	Lower existing manhole Frame & Cover elevation by up to 1.0 foot by removal of brick & re-install Frame & Cover	1	EA	550.00	550.00
	Lower existing manhole Frame & Cover elevation by removal of pre-cast manhole barrel section & re-install Frame & Cover				
349	1.0 vertical foot	1	EA	750.00	750.00
350	2.0 vertical foot	1	EA	900.00	900.00
351	4.0 vertical foot	1	EA	1,050.00	1,050.00
	Manhole Replacement/New Manhole Installation UNPAVED AREAS 48" diameter				
352	0 - 8'	8	VF	350.00	2,800.00
353	8.01 - 10'	10	VF	400.00	4,000.00
354	10.01 - 12'	12	VF	575.00	6,900.00
355	12.01 - 14'	1	VF	700.00	700.00
356	14.01 - 16'	1	VF	700.00	700.00
357	16.01 - 18'	1	VF	900.00	900.00
358	18.01 - 20'	1	VF	900.00	900.00
359	20.01 - 22'	1	VF	900.00	900.00
360	22.01 - 24'	1	VF	900.00	900.00
361	24.01 - 26'	1	VF	900.00	900.00
	60" diameter				
362	0 - 8'	1	VF	750.00	750.00
363	8.01 - 10'	1	VF	750.00	750.00
364	10.01 - 12'	1	VF	1,000.00	1,000.00
365	12.01 - 14'	1	VF	1,000.00	1,000.00
366	14.01 - 16'	1	VF	1,100.00	1,100.00
367	16.01 - 18'	1	VF	1,250.00	1,250.00
368	18.01 - 20'	1	VF	1,250.00	1,250.00
369	20.01 - 22'	1	VF	1,250.00	1,250.00
370	22.01 - 24'	1	VF	1,250.00	1,250.00
371	24.01 - 26'	1	VF	1,250.00	1,250.00
	72" diameter				
372	0 - 8'	1	VF	850.00	850.00
373	8.01 - 10'	1	VF	850.00	850.00
374	10.01 - 12'	1	VF	1,000.00	1,000.00
375	12.01 - 14'	1	VF	1,000.00	1,000.00
376	14.01 - 16'	1	VF	1,200.00	1,200.00
377	16.01 - 18'	1	VF	1,250.00	1,250.00
378	18.01 - 20'	1	VF	1,250.00	1,250.00
379	20.01 - 22'	1	VF	1,250.00	1,250.00
380	22.01 - 24'	1	VF	1,500.00	1,500.00
381	24.01 - 26'	1	VF	1,500.00	1,500.00
	Easement Clearing				

382	Light Easement Clearing by Machine	100	SY	3.00	300.00
383	Medium Easement Clearing by Machine	100	SY	4.50	450.00
384	Heavy Easement Clearing by Machine	100	SY	6.50	650.00
385	Light Easement Clearing by Hand	100	SY	6.50	650.00
386	Medium Easement Clearing by Hand	100	SY	12.50	1,250.00
387	Heavy Easement Clearing by Hand	100	SY	17.50	1,750.00
388	Selective Tree Clearing - 0"-14"	10	EA	1,200.00	12,000.00
389	Selective Tree Clearing - 15"-24"	10	EA	1,600.00	16,000.00
390	Selective Tree Clearing - 25"-36"	10	EA	2,300.00	23,000.00
391	Stump Grinding	1	Hour	1,200.00	1,200.00
392	Debris Chipping	1	Hour	1,200.00	1,200.00
393	Seed and Fertilize	100	SY	1.50	150.00
394	Mulching	100	SY	1.50	150.00
395	Solid Sod	100	SY	7.50	750.00
396	Top Soil in place	10	CY	95.00	950.00
Miscellaneous					
397	Back Fill (sand / clay)	1	TON	125.00	125.00
398	Remove and Reset Fencing	75	LF	35.00	2,625.00
399	Remove and replace curb and gutter	30	LF	45.00	1,350.00
400	Remove and replace concrete sidewalk	10	SY	65.00	650.00
401	Remove and replace driveways	20	SY	85.00	1,700.00
402	Stone Bedding and Backfill	1	TON	150.00	150.00
403	Surface stone for site access	1	TON	350.00	350.00
404	Rip rap	10	SY	125.00	1,250.00
405	Standard slope matting	10	SY	15.00	150.00
406	Remove and replace asphalt roadway	10	SY	125.00	1,250.00
407	Concrete surface restoration	10	SY	95.00	950.00
408	Remove and replace roadway concrete sub-base	10	SY	95.00	950.00
409	Remove and replace roadway crushed rock sub base	10	SY	65.00	650.00
410	Compact backfill to 95% as determined by modified Proctor ASTM Des D1557-70	10	LF	200.00	2,000.00
411	Tree save/orange fence	100	LF	5.50	550.00
412	Hay Bales	4	EA	15.00	60.00
413	Silt Fencing - Type "A"	300	LF	5.00	1,500.00
414	Silt Fencing - Type "C"	1	LF	10.00	10.00
415	Roadway for temporary access	10	SY	35.00	350.00
Total					1,299,800.00

Performance Bond

STATE OF GEORGIA BOND NO. _____

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, (hereinafter known as Contractor), and we, _____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Rockdale County, Georgia for use and benefit of those entitled thereto, in the sum of Dollars (\$ _____) for the payment of which will and truly to be made, in lawful money of the United States of America, we do hereby bind ourselves, successors, assigns, heirs and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Owner has engaged the said Contractor for the sum of Dollars (\$ _____) for construction of Rockdale County, Georgia Annual Sanitary Sewer Rehabilitation Services as more fully appears in a written Contract Agreement bearing the date of _____, 201__, a copy of which Contract Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said Contract Agreement hereinbefore referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default, and shall correct all defects in products and workmanship appearing within one year of the completion of all Work, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Contract Agreement, or in the Work to be performed there under, or the Specifications accompanying the same shall in any wise affect the obligations under this Contract Agreement or Bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Contract Documents.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et. seq. and 36-82-100 et. seq. and all the provisions of the law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ____ day of _____, 201__, executed in six counterparts.

CONTRACTOR - PRINCIPAL: _____

By: _____

Name:
(Please Print)

Title:

ATTEST:

Name:
(Please Print)

(SEAL)

Title:

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY: _____

By:

Name:
(Please Print)

Title:

ATTEST:

Name:
(Please Print)

(SEAL)

Title:

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Payment Bond

STATE OF GEORGIA

BOND NO.

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, (hereinafter known as Contractor), and we, _____, as Surety, are held and firmly bound unto Rockdale County, Georgia (hereinafter called the Owner), in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner, dated _____, 201__, for construction of Rockdale County, Annual Sanitary Sewer Rehabilitation Services (hereinafter called the Contract), which Contract Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Contractor and all subcontractors to whom any portion of the Work provided for in said Contract Agreement is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying them with labor, products, services, or supplies for or in the prosecution of the Work provided for in such Contract Agreement, or in any amendment or extension of or addition to said Contract Agreement, and for the payment of reasonable attorney's fees, incurred by the claimant in suits on this Bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this Bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the Work provided for in said Contract Agreement shall have a direct right of action against the Contractor and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the Work provided for in said Contract Agreement is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for its use and benefit against said Contractor and Surety or either party (but not later than one year after the final settlement of said Contract Agreement) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the, _____, as the agent of each party to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

- (c) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract Agreement.
- (d) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 13-10-1 et. seq. and 36-82-100 et. seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ____ day of _____, 201 __, executed in six counterparts.

CONTRACTOR - PRINCIPAL:

By:

Name:
(Please Print)

Title:

ATTEST:

Name:
(Please Print)
(SEAL)
Title:

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By:

Name:
(Please Print)

Title:

WITNESS:

Name:
(Please Print)
(SEAL)
Title:

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

INSURANCE:

The Company shall maintain in full force and effect the following insurance during the term of the Agreement.

Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
General Liability	\$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

BONDS:

All sureties of bonds for Rockdale County must be licensed to do business in the State of Georgia and must be listed on the Department of Treasury Federal Register.

If project price is \$100,000 or greater, a 100% Payment and Performance Bond will be required.

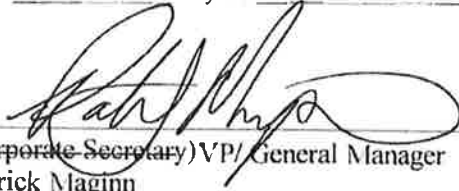
PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

Corporate Certificate

I, Patrick Maginn, certify that I am the ^{VP/GM}~~Secretary~~ of the Corporation named as Contractor in the foregoing Bid; that IPR Southeast, LLC, who signed said Bid on behalf of the Contractor was then VP/General Manager of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Delaware.

This 30th day of November, 20 18.



~~(Corporate Secretary)~~ VP/ General Manager
Patrick Maginn

(SEAL)

Contractor's License Certification

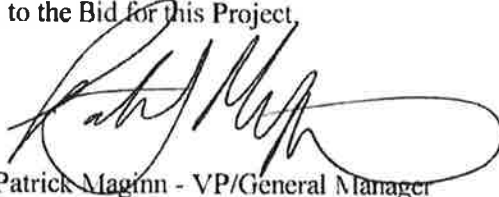
Contractor's Name: IPR Southeast, LLC

Georgia Utility Contractor's License Number: UC302214

Expiration Date of License: 4/30/2019

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Printed: Patrick Maginn - VP/General Manager

Date: 11/30/2018

Non-Collusion Affidavit of Prime Bidder

STATE OF Georgia

COUNTY OF Rockdale

Patrick Maginn, being first duly sworn, deposes and says that:

He or she is VP/General Manager

(Owner, Partner, Officer, Representative or Agent)

of IPR Southeast, LLC, the Bidder that has submitted the attached Bid;

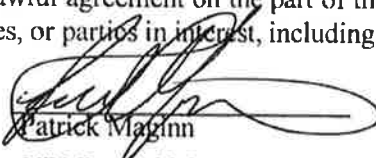
He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County, Georgia or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(Signed)


Patrick Maginn

(Title)

VP/ General Manager

Subscribed and Sworn to before me this 30th day of November, 2018
2015.


(Notary Public)

(SEAL)

My Commission Expires: 8/30/2021



ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of Georgia)

County of Rockdale)

Patrick Maginn , being first duly sworn, deposes and says that:

(1) He/She is VP/ General Manager (owner, partner officer, representative, or

agent) of IPR Southeast, LLC , the sub-contractor that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached bid or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Patrick Maginn

VP/General Manager

(Title)

J. Portillo
exp 8/30/21



Subscribed and Sworn to before me this 30th day of November, 20 18.

Name Jennifer Portillo



Title Contract Manager / Notary Public

My commission expires (Date) 8/30/2018



Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

294505
Federal Work Authorization User Identification Number

11/30/2018
Date of Authorization

IPR Southeast, LLC
Name of Contractor

Annual Sanitary Sewer Rehabilitation
Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Nov 30, 2018 in Conyers (city), GA (state).



Signature of Authorized Officer or Agent

Patrick Maginn - VP/ General Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 30th DAY OF November, 2018.



NOTARY PUBLIC
Jennifer Portillo



My Commission Expires:
8/30/2021

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies it compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires: _____

**Affidavit Verifying Status
for County Public Benefit Application**

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I Patrick Maginn. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) I am a United States citizen

OR

2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.


Signature of Applicant:

11/30/2018

Date

Patrick Maginn

Printed Name:

* N/A

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
30th DAY OF Nov, 20 18.



Notary Public **Jennifer Portillo**
My commission Expires: **8/30/2021**



***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "IPR SOUTHEAST LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF NOVEMBER, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.




Jeffrey W. Bullock, Secretary of State

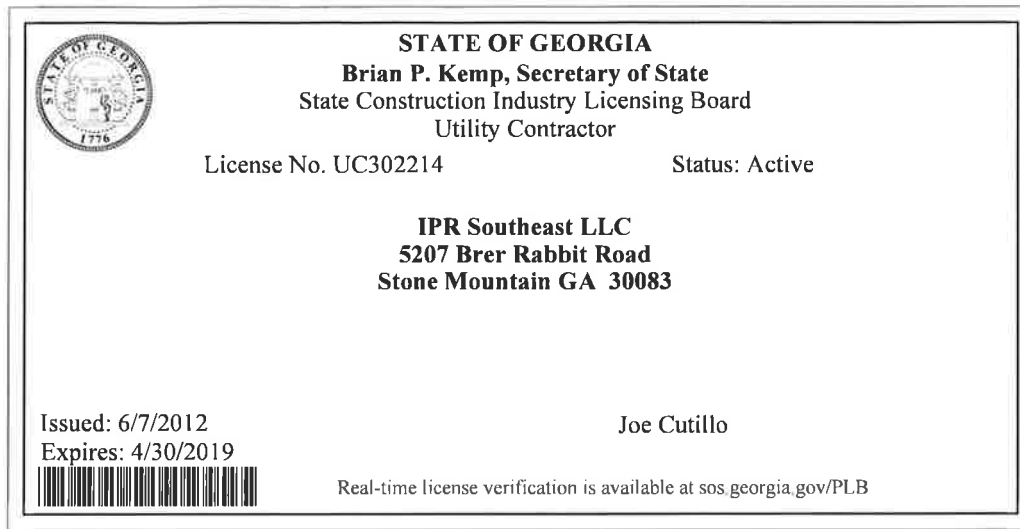
4613985 8300

SR# 20187797519

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203961057

Date: 11-26-18



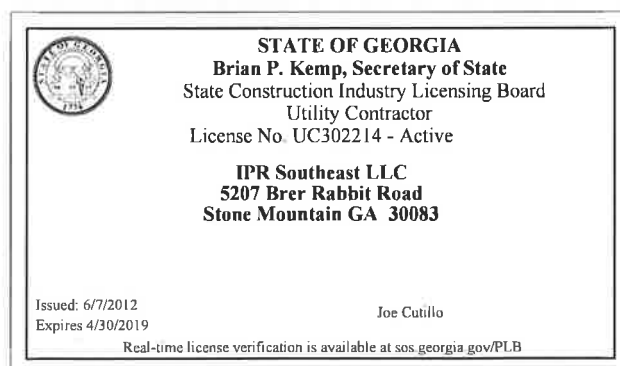
The Certificate above may be used for wall display.

The Card below may be used as the pocket identification card.

Notify the Board office of name/address changes at:

Georgia Secretary of State
Professional Licensing Boards
237 Coliseum Drive
Macon, GA 31217-3858

Or visit us online at:
<http://www.sos.ga.gov/plb/>





DEKALB COUNTY, GEORGIA
Division of Internal Audit and Licensing
330 W. Ponce De Leon Ave.
Decatur, Georgia 30031

BUSINESS AND OCCUPATIONAL TAX CERTIFICATE

INLAND WATERS POLLUT.CONTR.INC
5207 BRER RABBIT RD
STONE MOUNTAIN GA 30083-1317

Business Name:
IPR SOUTHEAST LLC
05207 BRER RABBIT RD
STONE MOUNTAIN GA 30083

This is your Business and Occupation Tax Certificate for 2018. We are pleased that you are doing business in DeKalb County and hope you have great success in your enterprise this year.

Detach the certificate below and display it for public view at your place of business.

.....
This certificate must be displayed for public view
.....

Not transferable DeKalb County Division of Internal Audit and Licensing
Business Name and Location 330 W. Ponce De Leon Ave, Decatur, Georgia 30030
BUSINESS AND OCCUPATIONAL TAX CERTIFICATE

INLAND WATERS POLLUT.CONTR.INC
5207 BRER RABBIT RD
STONE MOUNTAIN GA 30083-1317

20



18

IPR SOUTHEAST LLC
05207 BRER RABBIT RD
STONE MOUNTAIN GA 30083

Business Description
CONSTRUCTION PIPE REHAB

ACCOUNT 00229071
EXPIRES 12-31-2018

This certificate is only valid at this location and when the location conforms to DeKalb County's Zoning Regulations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/2018

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 Alliant Insurance Services Houston, LLC 5444 Westheimer, Suite 900 Houston, TX 77056	CONTACT NAME: Amber Breaux PHONE (A/C, No, Ext): 713-470-4123 E-MAIL ADDRESS: abreaux@alliant.com FAX (A/C, No): 713-470-4124
	INSURER(S) AFFORDING COVERAGE
INSURED IPR Southeast, LLC 5207 Brer Rabbit Stone Mountain, GA 30083	INSURER A: Greenwich Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC #
	22322
	37885

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CGD740922005	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS		CAD740922105	04/01/2018	04/01/2019	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 EACH LOSS \$ AGGREGATE \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CWD740921905	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 EACH LOSS \$ AGGREGATE \$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Rockdale County Finance Department. Project Description - Annual Sanitary Sewer Rehabilitation Services - ITB No. 15-30 The General Liability and Commercial Auto policy includes blanket Additional Insured endorsements that provide Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsements. The General Liability policy includes a blanket Waiver of Subrogation when required by contract or written agreement and subject to the terms and conditions of the endorsements. The General Liability policy provides that to the extent that insurance is afforded to any Additional Insured under the policy, the insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract. The General Liability, Auto Liability, and Workers Compensation policies includes an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder, however 10 days if canceled for non-payment.

C-2019-09

CERTIFICATE HOLDER

Rockdale County Finance Department
958 Milstead Ave.
Conyers, GA 30012

CANCELLATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: INLAND PIPE REHABILITATION HOLDING COMPANY, LLC

Endorsement Effective Date: April 1, 2018

SCHEDULE

Insurance Company: Greenwich Insurance Company

Policy Number: CAD740922105

Effective Date: April 1, 2018

Expiration Date: April 1, 2019

Named Insured: INLAND PIPE REHABILITATION HOLDING COMPANY, LLC

Address: 2002 Timberloch Place, Suite 550
The Woodlands, TX 77380

Additional Insured (Lessor): All Lessors

Address:

Designation Or Description Of "Leased Autos": All Leased Autos

Coverages	Limit Of Insurance
Covered Autos Liability	\$ 2,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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 schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
REDZONE ROBOTICS, INC.	91 43RD STREET PITTSBURGH, PA 15201	30
REGENTS OF THE UNIVERSITY OF MICHIGAN	326 E. HOOVER ANN ARBOR, MI 48109	30
RENEWABLE WATER RESOURCES	561 MAULDIN ROAD GREENVILLE, SC 29607	30
REYTEC CONSTRUCTION RESOURCES, INC.	1901 HOLLISTER STREET HOUSTON, TX 77080	30
RICHEY ROAD MUD	C/O JOHNSON PETROV LLP 2929 ALLEN PARKWAY SUITE 3150 HOUSTON, TX 77019	30
RIVANNA WATER AND SEWER AUTHORITY	695 MOORES CREEK LANE CHARLOTTESVILLE, VA 22902	45
ROCKDALE COUNTY FINANCE DEPARTMENT	958 MILSTEAD AVENUE CONYERS, GA 30013	30
RONCELLI CONSTRUCTION SERVICES	6471 METRO PARKWAY STERLING HEIGHTS, MI 48312	30
RUSH TRUCK LEASING PACCAR LEASING CO	6300 NORTH LOOP EAST HOUSTON, TX 77026	30
RYDER TRUCK RENTAL, INC. AND RYDER TRUCK RENTAL LT AND THEIR AFFILIATES	9608 SANTA ANITA AVENUE RANCHO CUCAMONGA, CA 91730	30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #042

This endorsement, effective 12:01 a.m., April 1, 2018, forms a part of
Policy No. CGD740922005 issued to INLAND PIPE REHABILITATION HOLDING COMPANY, LLC
by Greenwich Insurance Company

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 schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
RENEWABLE WATER RESOURCES	561 MAULDIN ROAD GREENVILLE, SC 29607	30
REYTEC CONSTRUCTION RESOURCES, INC.	1901 HOLLISTER STREET HOUSTON, TX 77080	30
RICHEY ROAD MUD	C/O JOHNSON PETROV LLP 2929 ALLEN PARKWAY SUITE 3150 HOUSTON, TX 77019	30
RIVANNA WATER AND SEWER AUTHORITY	695 MOORES CREEK LANE CHARLOTTESVILLE, VA 22902	45
ROCKDALE COUNTY FINANCE DEPARTMENT	958 MILSTEAD AVENUE CONYERS, GA 30013	30
RONCELLI CONSTRUCTION SERVICES	6471 METRO PARKWAY STERLING HEIGHTS, MI 48312	30
RUSH TRUCK LEASING PACCAR LEASING CO	6300 NORTH LOOP EAST HOUSTON, TX 77026	30
RYDER TRUCK RENTAL, INC. AND RYDER TRUCK RENTAL LT AND THEIR AFFILIATES	9608 SANTA ANITA AVENUE RANCHO CUCAMONGA, CA 91730	30

All other terms and conditions of the Policy remain unchanged.

This endorsement, effective 12:01 a.m., April 1, 2018 forms a part of
 Policy No. CWD740921905 issued to INLAND PIPE REHABILITATION HOLDING COMPANY, LLC
 by XL Specialty Insurance Company

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 schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
REGENTS OF THE UNIVERSITY OF MICHIGAN	326 E. HOOVER ANN ARBOR, MI 48109	30
RENEWABLE WATER RESOURCES	561 MAULDIN ROAD GREENVILLE, SC 29607	30
REYTEC CONSTRUCTION RESOURCES, INC.	1901 HOLLISTER STREET HOUSTON, TX 77080	30
RICHEY ROAD MUD	C/O JOHNSON PETROV LLP 2929 ALLEN PARKWAY SUITE 3150 HOUSTON, TX 77019	30
RIVANNA WATER AND SEWER AUTHORITY	695 MOORES CREEK LANE CHARLOTTESVILLE, VA 22902	45
ROCKDALE COUNTY FINANCE DEPARTMENT	958 MILSTEAD AVENUE CONYERS, GA 30013	30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective April 1, 2018 Policy No. CWD740921905 Endorsement No.
 Insured INLAND PIPE REHABILITATION HOLDING COMPANY, LLC Premium Included
 Insurance Company
 XL Specialty Insurance Company Countersigned by _____