

## CONTRACT

THIS AGREEMENT, made and entered into, this 31 day of July, A.D. 2023,  
by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the  
State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and  
**INLINER SOLUTIONS, LLC**

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein-after set forth,  
mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and  
equipment and perform all work in the manner and form provided by the Contract  
Documents, for:

### **Inflow/Infiltration (I/I) Program – Cured-In-Place Pipe Lining Project No. 7103A**

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the  
faithful performance of the Contract, in lawful money of the United States of America,  
and subject to additions and deductions as provided in the Contract Documents, as  
follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the  
CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the  
aggregate amount of this Contract being the sum of **One Million Dollars and Zero  
Cents (\$1,000,000.00)**.

Article 3. Partial and Final Payments: In accordance with the provisions fully set  
forth in the "General Conditions" of the "Specifications", and subject to additions and  
deductions as provided, the CITY shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month,  
the CITY shall make partial payments to the CONTRACTOR on the basis of a  
duly certified and approved estimate of work performed during the preceding  
calendar month by the CONTRACTOR, less five percent (5%) of the amount  
of such estimate which is to be retained by the CITY until all work has been  
performed strictly in accordance with this Agreement and until such work has  
been accepted by the CITY. The parties' rights and obligations regarding  
retainage are further specified in Sections 218.735 and 255.078, Florida  
Statutes, as applicable.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY  
that all payrolls, material bills and other costs incurred by the CONTRACTOR  
in connection with the construction of the WORK have been paid in full, and  
also, after all guarantees that may be required in the Specifications have  
been furnished and are found acceptable by the CITY, final payment on  
account of this Agreement shall be made within sixty (60) days after  
completion by the CONTRACTOR of all work covered by this Agreement and  
acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract.

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.



Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Article 12. Contract Term: The initial term of this contract shall be for a period of one (1) year beginning upon the notice to proceed. The CITY may renew this contract twice for two (2) additional one (1) year periods subject to City's option, vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

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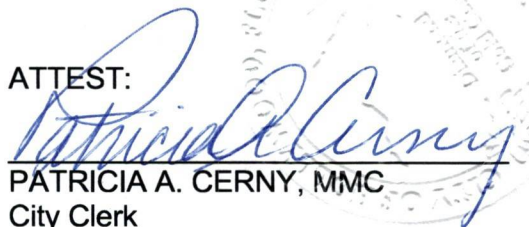
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA  
Party of the First Part

By: \_\_\_\_\_ (SEAL)

 JOSH LEVY, MAYOR

ATTEST:

  
PATRICIA A. CERNY, MMC  
City Clerk






WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

  
Secretary (Asst.) Thomas Gottsegen

Inliner Solutions, LLC  
(Correct Name of Corporation)





BY:  (SEAL)  
President - Treasurer - James Michaud

\*\*\*\*\*

APPROVED AS TO FORM:

By   
DOUGLAS R. GONZALES  
City Attorney 

APPROVED AS TO FINANCE:

By   
David E. Keller  
Financial Services Director 

CERTIFICATE

STATE OF ~~FLORIDA~~ Indiana  
COUNTY OF ~~BROWARD~~ Orange

**I HEREBY CERTIFY** that a meeting of the Board of Directors of Inliner Solutions, LLC, a corporation under the laws of the State of Indiana, was held on August 10, 2022, and the following resolution was duly passed and adopted:

"RESOLVED, that James Michaud as Treasurer ~~President~~ of the corporation, be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this 14 day of June, 2023.



Secretary (Asst.) - Thomas Gottsegen

- END OF SECTION -



Issued In Triplicate

**PERFORMANCE AND PAYMENT BOND**

**(Public Work)**

In compliance with F.S. Chapter 255.05(1)(a)

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), 255.05 (8) AND 255.05 (10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

**Bond No.: ES00014396**

**CONTRACTOR:**

**Name: Inliner Solutions, LLC**

**Phone No. 832-948-3378**

**Address: 2531 Jewett Lane  
Sanford, FL 32771**

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**SURETY:**

**Name: Everest Reinsurance Company**

**Phone No. 908-604-3000**

**Address: 100 Everest Way, Warren, NJ 07059**

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**OWNER:**

**Name: City of Hollywood**

**Phone No. 954/921-3930**

**Address: Dept. of Public Utilities, Engineering & Construction Services Division  
1621 N. 14<sup>th</sup> Avenue, Hollywood, FL 33020**

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**OBLIGEE:** (If contracting entity is different from the owner, the contracting public entity)

**Name:** \_\_\_\_\_

**Phone No.** \_\_\_\_\_

**Address:** \_\_\_\_\_

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**Bond Amount: \$1,000,000.00**

**Project Number: 7103A**

**Description of Work: Inflow/Infiltration (I/I) Program - Cured-In-Place Pipe Lining**

**Project Location: Hollywood, FL**

**FRONT PAGE**

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Inliner Solutions, LLC, 2531 Jewett Lane, Sanford, FL 32771,

	Name	Address	Tel. No.
as Principal, and	Everest Reinsurance Company,	100 Everest Way, Warren, NJ	07059 908-604-3000

	Name	Address	Tel. No.
as Surety, are held and firmly bound unto the City of Hollywood in the sum of			
	One Million and 00/100	Dollars (\$	1,000,000.00)

for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the 31<sup>st</sup> day of July, 20 23 entered into between the Principal and the City of Hollywood, Florida, for the installation of **Inflow/Infiltration (I/I) Program – Cured-In-Place Pipe Lining, Project No. 7103A.**

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Introduction, Special Terms and Conditions, Scope of Services, General Terms & Conditions, Submittal Checklist Form, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Bid Guaranty Form, Trench Safety Form, Information Required from Bidders, Vendor Reference Forms, Hold Harmless and Indemnity Clause, Non-Collusion Affidavit, Sworn Statement...Public Entity Crimes, Certifications Regarding Debarment... , Drug-Free Workplace Program, Solicitation, Giving, and Acceptance..., Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.



AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Seal)  
(Signature of Individual)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

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WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Seal)  
(Partner)

\_\_\_\_\_  
(Witness)


\_\_\_\_\_  
(Printed Name of Partner)

\_\_\_\_\_  
(Address)

\*\*\*\*\*

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

  
(Secretary) (Asst.) - Thomas Gottsegen

Inliner Solutions, LLC  
\_\_\_\_\_  
(Name of Corporation)

By:   
(Seal)  
(Affix Corporate Seal)

James Michaud  
\_\_\_\_\_  
(Printed Name)


Treasurer  
\_\_\_\_\_  
(Official Title)



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Thomas Gottsegen, certify that I am the Asst. Secretary of the corporation named as Principal in the within bond; that James Michaud, who signed the said bond on behalf of the Principal was then Treasurer of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.



  
\_\_\_\_\_  
(Secretary (Asst.)) (SEAL)



TO BE EXECUTED BY CORPORATE SURETY

Attest:

*[Signature]*  
(Secretary) Witness

Everest Reinsurance Company  
(Corporate Surety)

100 Everest Way, Warren, NJ 07059  
(Business Address)

By: *[Signature]*  
(Affix Corporate Seal)

Victoria P. Lyons  
(Attorney-In-Fact)

Alliant Insurance Services, Inc.  
(Name of Local Agency)

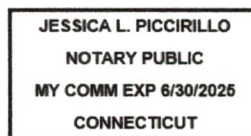
40 Stanford Drive, 2nd Floor, Farmington, CT 06032  
(Business Address)

STATE OF ~~FLORIDA~~ CONNECTICUT

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Victoria P. Lyons to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Everest Reinsurance Company and that he has been authorized by Everest Reinsurance Company to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this 12th day of June, 2023.

Notary Public, ~~State of Florida~~  
My Commission Expires:



*[Signature]*

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APPROVED AS TO FORM:

By *[Signature]*  
Douglas R. Gonzales  
City Attorney

APPROVED AS TO FINANCE:

By *[Signature]*  
David E. Keller  
Financial Services Director

- END OF SECTION -

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Inliner Solutions, LLC, 2531 Jewett Lane, Sanford, FL 32771  
Name Address Tel. No.

As Principal and Everest Reinsurance Company, 100 Everest Way, Warren, NJ 07059 908-604-3000  
Name Address Tel. No.

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA herein called the City, in the sum of \_\_\_\_\_

One Million and 00/100 Dollars (\$ 1,000,000.00) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract dated the 31<sup>ST</sup> day of July, 20 23, entered into between the Principal and the City of Hollywood, Florida for the **Inflow/Infiltration (I/I) Program – Cured-In-Place Pipe Lining, Project No. 7103A**

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or any other changes in or under contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this 12 day of June, 20 23.



**PRINCIPAL:** Inliner Solutions, LLC

ATTEST:

[Signature]

Thomas Gottsegen, Asst. Secretary

[Signature]  
(Signature)

James Michaud, Treasurer  
(Title)

(SEAL)

**SURETY:**



Everest Reinsurance Company

(Surety)

ATTEST:

[Signature]

Jessica D. Picciulli

[Signature]  
(Signature)

Victoria P. Lyons  
(Attorney-in-Fact)

APPROVED AS TO FORM:

By

[Signature]  
Douglas R. Gonzales  
City Attorney

APPROVED AS TO FINANCE:

By

[Signature]  
David E. Keller  
Financial Services Director

- END OF SECTION -



**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

**Russell M. Canterbury, Jessica L. Piccirillo, Steven E. Susanin, Woodrow M. Baird, Diane Moraski, Victoria P. Lyons,  
Kathleen M. Flanagan, Richard A. Leveroni**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

*RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15<sup>th</sup> day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15<sup>th</sup> day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 17 day of May 2023.



By: Nicole Chase, Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/8/2023

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).

<b>PRODUCER</b>  <b>Alliant Insurance Services Houston, LLC</b> <b>5444 Westheimer, Suite 900</b> <b>Houston, TX 77056</b>	<b>CONTACT NAME:</b> Brett Sauer	<b>FAX (A/C, No):</b> 602-707-1932	
	<b>PHONE (A/C, No, Ext):</b> 602-707-1931	<b>E-MAIL ADDRESS:</b> Brett.Sauer@alliant.com	
<b>INSURED</b> <b>Inliner Solutions, LLC</b> <b>4520 and 4804 N State</b> <b>Road 37 Orleans, IN 47452</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Greenwich Insurance Company		22322
	<b>INSURER B:</b> XL Specialty Insurance Company		37885
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## 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"/> <b>COMMERCIAL GENERAL LIABILITY</b>		CGD740922010	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					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
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>		CAD740922110	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y/N	CWD740921910	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)** This cancel and replaces certificate issued 5/12/2023  
Re: Project No. 7103A: Inflow/Infiltration (I/I) Program - Cured-In-Place Pipe Lining, City of Hollywood, FL.  
GL Per ISO Form CG 0001 04/13; AL Per ISO Form CA0001 11/20. The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract. The General Liability and Commercial Auto policies include 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.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Hollywood, FL</b> <b>2600 Hollywood Boulevard</b> <b>Hollywood, FL 33020</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

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**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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, 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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**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:** IPR ACQUISITIONCO, INC.**Endorsement Effective Date:** April 1, 2023**SCHEDULE**

<b>Insurance Company:</b> Greenwich Insurance Company	
<b>Policy Number:</b> CAD740922110	<b>Effective Date:</b> April 1, 2023
<b>Expiration Date:</b> April 1, 2024	
<b>Named Insured:</b> IPR ACQUISITIONCO, INC.	
<b>Address:</b> 8686 NEW TRAILS DRIVE, SUITE 115 THE WOODLANDS, TX 77381	
<b>Additional Insured (Lessor):</b> All Lessors	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos":</b> All Leased Autos	

Coverages	Limit Of Insurance Or Deductible	
<b>Covered Autos Liability</b>	<b>\$2,000,000</b>	<b>Each "Accident"</b>
<b>Comprehensive</b>	<b>\$25,000</b>	<b>Deductible For Each Covered "Leased Auto"</b>
<b>Collision</b>	<b>\$25,000</b>	<b>Deductible For Each Covered "Leased Auto"</b>
<b>Specified Causes Of Loss</b>	<b>\$</b>	<b>Deductible For Each Covered "Leased Auto"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### A. Coverage

- 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.
- 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:
  - You;
  - Any of your "employees" or agents; or
  - 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.
- 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

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

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

- If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

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

- 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.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., April 1, 2023, forms a part of  
Policy No. CAD740922110 issued to IPR ACQUISITIONCO, INC.  
by Greenwich Insurance Company.

**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.