

## Services Proposed For: Town of Robbins

Town of Robbins  
111 W Elm St  
Robbins North Carolina 27325

Internal RO#: RO\_24912

### Driver for Corrective Action

*\*Change Order\**

Attention Needed

Action Needed

Action Required



*Safety / Function: Replace collapsing pipe; Sinkholes forming and road sinking where vehicles and school busses traverse daily*

### Summary of Issues

These items result from a recent request for proposal to perform remedial services of Stormwater Control Measures for the Town of Robbins. An AQUALIS representative visited the site recently to investigate the existing conditions of a 36" CMP that runs beneath West Elm Street and discharges into a creek on the North side of the street. The upstream end of the pipe junctions at a brick-and-mortar inlet box that takes in surface flow from the grassed swale and conveys water through the pipe and under the road. This CMP is severely deteriorated along its bottom and beginning to misshape. Additionally, the upstream junction box shows signs of severe erosion and sinking around the inlet top, indicating the structures failing brick-and-mortar foundation. AQUALIS will replace the failing pipe with a new DOT grade ADS-N12 pipe and *repair the junction box with rebar reinforcement*. These repairs are recommended to achieve proper conveyance of stormwater runoff and prevent pipe collapses that will lead to further and more severe repairs to surrounding landscapes. *Adjustments have been made to ensure accurate and effective completion of the project as well as the lifespan of the newly installed pipe.*

### Root Cause

Aging Infrastructure

### Scope of Work

AQUALIS shall provide the Services and Deliverable(s) as follows:

- Mobilize all equipment and labor to the site.
- Locate and mark all utilities
- Install necessary BMPs, barricades, and signage as needed
- Wet saw cut and demo asphalt over the damaged CMP *(102' ft total)*
  - Expose portion of pipe running under Elm St *and adjacent paved pathway*
- Utilizing an excavator on the outfall side, dig trench to expose remainder of pipe and remove broken concrete and construction rubble
- Install spring line and new 57 stone subbase for pipe bedding
- ~~Install 50' of new DOT grade ADS N-12 double wall piping and precast inlet/junction box~~
- Install *102' ft* of new DOT grade ADS N-12 double wall piping

- Ensure a minimum of 2 ft. of clearance between top of pipe and planned surface level
- Secure pipe to inlet box connection
- Backfill trench with previously excavated dirt, compacting on 1' ft lifts
- Install and compact 4" of base stone in excavated area to be finished with new asphalt
- Restore road with 4" of new hot asphalt to match surrounding elevations
  - Compact in 2" lifts
- *Install riprap dissipator pad and riprap headwall in front of and around exposed pipe end at the outfall*
- *Install rebar dowels into undamaged portion of inlet junction box*
- *Build forms and pour concrete to rebuild removed damaged sections of inlet box*
- *Parge and seal all areas of original inlet box*
- *Install non woven filter fabric and riprap along swale leading from road to inlet*
- Seed and stabilize all areas disturbed by work
- Perform general site cleanup
- Demobilize
- Dispose of waste at an appropriate offsite facility

## Special Project Notes

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- **\*This proposal is valid for 30 days**
- **\*Assumes existing pipe is misshaped due to crushing and not a manufactured oval shape**
- **\*Assumes enough clearance under the road between top of pipe and proposed surface level to use round HDPE and not oval piping**

*\*Change Order\**

Original Cost: \$40,714.29  
*Change Order Cost: \$31,742.65*

Total Project Cost: \$72,456.94

This Work Order is issued pursuant to that certain Master Services Agreement, by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and the Client, dated 3/1/2024 (the “Agreement”). Capitalized terms used and not defined in this Work Order shall have the meaning set forth in the Agreement.

This scope of work is confidential to AQUALIS, Town of Robbins, and their respective representatives. Without the prior written consent of AQUALIS, Town of Robbins shall not, and shall not permit any of its representatives to, disclose to any person: (a) the existence or contents of this scope of work; (b) the fact that investigations, discussions, or negotiations are taking or have taken place concerning a transaction by AQUALIS and Town of Robbins, including the status thereof; or (c) any terms, conditions, or other matters relating to this scope of work.

Signed \_\_\_\_\_  
Town of Robbins authorized signature

Date \_\_\_\_\_

Signed \_\_\_\_\_  
AQUALIS authorized signature

Date \_\_\_\_\_









## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (this "**Agreement**") is effective as of May 15, 2024 (the "**Effective Date**"), by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and Town of Robbins (the "**Client**").

1. **WORK.** AQUALIS shall perform certain Work for Client (the "**Work**") as set forth in one or more work orders or proposals in the form of the Proposals hereto (each a "**Work Order**"). All Work Orders issued under this Agreement and all Work performed pursuant to Work Orders shall be subject to the terms of this Agreement and any conflict in terms shall be resolved in favor of the Work Order. Client may, upon written agreement by AQUALIS, request AQUALIS to make changes in the scope of the Work, provided that if any requested changes cause an increase in the cost or time required for the performance and delivery, Client shall execute an agreement, in form and substance satisfactory to AQUALIS, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.
2. **ACCESS AND AUTHORIZATION.** Client shall provide AQUALIS with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's change in schedule or delays in obtaining access to the property or required documentation, authorizations or permits, in each case, may result in additional fees.
3. **STANDARDS; WARRANTY.** AQUALIS will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless otherwise specified in the applicable Work Order, AQUALIS warrants that the Work will be free from material defects in parts and workmanship for a period of one (1) year from the date of completion of the Work. AQUALIS does not represent or warrant to Client that the Work performed and/or reports delivered hereunder will achieve any results for Client, other than as expressly set forth in this section or in the Work Order and AQUALIS hereby disclaims all other warranties, express or implied. Client agrees to defend, indemnify and hold AQUALIS harmless from and against any and all damages, delays, costs, injuries or death associated with any subterranean structures or utilities that were not called to the attention of AQUALIS and correctly shown on the plans furnished to AQUALIS.
4. **TERM; TERMINATION.** This Agreement will become effective on the Effective Date and will continue until terminated in accordance with this Agreement. Either party may, at any time, terminate any Work Order or this Agreement, in whole or in part, for any reason or no reason at all, upon thirty (30) calendar days' prior written notice to the other party. Termination of this Agreement in its entirety will, automatically and without further notice, be deemed a termination of all outstanding Work Orders unless otherwise specifically stated in the applicable termination notice. Subject to the terms of this Agreement. Each party shall also have the right to terminate this Agreement or any Work Order, or any portion thereof effective immediately upon delivery of a termination notice (or at such future date as may be set forth in such termination notice), if the other: (i) materially violates any of the terms or provisions of this Agreement and such violation, if of a type that can be cured, is not cured within fourteen (14) business days of written notice of such violation, or (ii) becomes insolvent or declares bankruptcy, or the terminating party reasonably believes the non-terminating party is reasonably likely to become insolvent, declare bankruptcy, or be subject to any other similar proceedings or otherwise fail to timely pay any amounts owed in accordance with the terms of this Agreement or the applicable Work Order.
5. **PAYMENT.** Payment for the Work shall be made by Client in accordance with and at the times set forth in the applicable Work Order. Unless otherwise stated on applicable work order, payment terms shall be 15 days for preventative maintenance and inspection work or 30 days for repair, vac, hydro-excavation and CCTV work, from date of service. The provisions of this Section 5 and the payment provisions of the applicable Work Order(s) shall survive any expiration or termination of this Agreement.
6. **INDEMNIFICATION.** To the fullest extent allowed by law, Client shall defend, indemnify, and hold harmless AQUALIS and its affiliates, and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (collectively, the "**Indemnified Parties**"), from and against any and all liabilities, damages, judgments, obligations, claims, demands, losses, causes of action, settlements, deficiencies, assessments, awards, expenses, fines, costs, and penalties, including, without limitation, court costs and attorneys' fees, consultants' fees, and other fees and disbursements incident thereto of any nature whatsoever (whether based on tort, breach of contract, product liability, patent, copyright, or other proprietary rights infringement, or otherwise) (collectively "**Losses**"), arising directly or indirectly from or out of: (i) any act or omission of Client and/or its affiliates and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (each a "**Client Party**", and collectively the "**Client Parties**"); (ii) any failure of any Client Party to obtain any necessary permits licenses, consents or authorizations to be obtained by Client in accordance with this Agreement; or (iii) any other failure of Client or any other Client Party to comply with the terms of this Agreement (including any Work Order).
7. **LIMITATION OF DAMAGES.** Except as set forth in Section 2 and Section 3, in no event shall either party be liable to the other in contract or tort, including negligence and strict liability, for consequential, incidental, punitive, indirect, or special damages of any kind or character, including, without limitation, any delay damages, lost opportunity damages or lost revenues/profits, incurred by Client or its affiliates, customers, agents, or employees in connection with this Agreement. In no event shall AQUALIS be liable to any person for damages in excess of the aggregate amount paid by Client to AQUALIS under the applicable Work Order.
8. **INDEPENDENT CONTRACTOR** It is understood and agreed that AQUALIS is acting as an independent contractor in the performance of the Work. Nothing herein contained shall be deemed to create an employment, agency, partner, or joint venture relationship between AQUALIS and Client.
9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement, and for a period of two (2) years thereafter, Client shall not, directly or indirectly, for the Client's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of personnel of AQUALIS who have performed services under this Agreement, without the express written consent of AQUALIS.