



CITY OF GAHANNA

County of Franklin
State of Ohio

Contract Documents

And

Specifications

For

CCTV AND SANITARY SEWER CLEANING PROJECT

Proposal Submitted By: UNITED RESOURCE LLC

Street Address: 32940 CAPITOL

City, State, Zip: LIVONIA, MI 48150

Telephone #: 734-338-7730

Bid Opening Date: March 7, 2014 @ 11:00a.m.

Dottie Franey
Director of Public Service

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- Subcontractors List
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- Affidavit, ORC 5719.042
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- Proposal
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Appendix D: Contract (only to be filled out *after* project is awarded)

***DISCLAIMER:** If a paper copy of the Bid Tab is not included within the sealed bid package, the city reserves the right to reject the bid.

NOTICE TO BIDDERS

Sealed proposals for the **CCTV AND SANITARY SEWER CLEANING PROJECT** will be received at the office of the Director of Public Service of Gahanna, County of Franklin, State of Ohio, 200 South Hamilton Road, until 11:00AM on:

March 7, 2014

and at that time and place will be publicly opened and read aloud. All bids shall be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of cleaning and video recording approximately 35,680 feet of sanitary sewer and inspecting 163 manholes.

Copies of the contract documents, specifications, proposal, bid guaranty and contract bond, are on file as of **February 20, 2014 after 9:00 AM** in the office of the Director of Public Service in the Municipal Building, 200 South Hamilton Road Gahanna, Ohio, where they are available for inspection and/or may be obtained by prospective bidders upon payment of **\$25.00** per set, which amount will not be refunded.

All bids must be accompanied by a bid guaranty. The recommended form is a bid bond for the full amount of the bid, including all add alternates if applicable. Bid bonds must be issued by a surety company or corporation licensed in the state of Ohio to provided said surety.

Other acceptable forms of bid guaranty include a certified check, cashier's check, or letter of credit equal to ten percent (10%) of the bid, including all add alternates if applicable. Certified or cashier's check shall be made payable to the City of Gahanna. Certified or cashier's checks of unsuccessful bidders will be held by the City for 60 days after the bid opening.

If the bid is accepted, a satisfactory performance and payment bond must be furnished, conditioned according to law in the amount of one hundred percent (100%) of the bid amount, within ten (10) days after the date of the bid opening. Sureties on all bonds must be satisfactory to the City.

All proposals shall be made on the standard bidding blanks, furnished by the City of Gahanna and shall be enclosed in sealed envelopes, addressed to the Director of Public Service, City of Gahanna, Ohio, and clearly marked: **"CCTV AND SANITARY SEWER CLEANING PROJECT"**.

The bidder will be required to state in full detail his/her experience in this class of work under the statement of qualifications. Bids from contractors inexperienced in this particular class of work will not be considered.

The work shall commence no sooner than May 1, 2014 and be completed by October 31, 2014.

Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin.

If State Labor Standards Provisions and State Wage Decisions are applicable to this project it will be a part of the bid specifications.

No bidder may withdraw their bid for a period of 60 days after the date of the bid opening. The City of Gahanna, Ohio, reserves the right to reject any and all bids, including any bids, which in the opinion of the Director of Public Service, show evidence of unbalanced prices, and also to waive technical defects as the interest of the City may require.

Engineer's Estimate: \$121,200.00

Dottie Franey
Director of Public Service

Publish: February 20, 2014 (full)
February 27, 2014 (abbreviated)

INFORMATION FOR BIDDERS

INTERPRETATION OF CONTRACT DOCUMENTS. If any person, firm or corporation contemplating the submission of a proposal for this contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, they may submit, to the Engineer a written request for an interpretation thereof. The person firm or corporation submitting the request shall be responsible for its prompt delivery. Such interpretations will be made only by a Memorandum duly issued by the Engineer and a copy of such Memorandum will be mailed or delivered to each person securing a set of the contract documents, provided that a sufficient period of time is available for the issuance and the delivery of such Memorandum prior to the receipt of bids. The Owner and the Engineer will not be responsible for any other explanations of the contract documents made prior to the receipt of bids.

RECEIPT AND OPENING OF BIDS. Bids will be received by the City of Gahanna, Ohio at the office of the Director of Public Service, 200 South Hamilton Road, Gahanna, Ohio 43230 until the date and time listed on the notice to bidders and will be publicly opened and read aloud at that time, all in accordance with the contract documents and any addenda thereto.

Bids must be submitted in a sealed envelope, addressed to the Director of Public Service, 200 South Hamilton Road, Gahanna, Ohio 43230. Each sealed envelope containing a bid should be plainly marked 'bid' on the outside along with the name of the stated project. The envelope should bear on the outside the name of the bidder and the bidder's address. If forwarded by mail, the sealed envelope containing the bid should be enclosed in another envelope addressed to the Director of Public Service, 200 South Hamilton Road, Gahanna, Ohio 43230.

It is the sole responsibility of the bidder to see that their bid is received in the proper time.

ADDENDA AND CLARIFICATIONS. If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the contract document, they may submit to the Director of Public Service, a minimum of five (5) working days prior to the bid date, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the contract documents will be made only by addendum duly issued, a minimum of 72 hours prior to the bid opening date and time, and will be sent by both email and facsimile to each person that has obtained the bid package from the City or asked to be added to the plan holders list.

WORKERS' COMPENSATION INSURANCE. The contractor shall take out and maintain during the life of this contract, adequate Workers' Compensation Insurance for all his employees employed at the site of the project, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the contractor shall provide and shall cause

each subcontractor to provide suitable insurance for the protection of his employees not otherwise protected.

In order to comply with the above requirements the contractor shall furnish and attach to each executed copy of the contract, a Workers' Compensation Certificate signed by the Ohio Industrial Commission, showing that the contractor has paid his industrial insurance premium.

BID TAB. The standard forms contained in the contract documents shall be used by all bidders when submitting bids. The blank spaces in the bid tab shall be properly filled in. No additional or qualifying clauses shall be written in. Unit prices shall govern in the case of a discrepancy and mathematical errors in the proposal and will be subject to correction.

WAGE RATES. Attention of the bidder is called to the statutory requirements of the State of Ohio included in the contract documents regarding prevailing rates of wages to be paid for all applicable work under this contract.

The contractor to whom the award is made and all of his subcontractors will be required to pay not less than the rates indicated or the various classes of work required for this improvement.

LICENSING OF CORPORATIONS. Particular attention is called to the statutory requirements of the State of Ohio relative to Licensing of Corporations organized under the laws of any other state.

NON-APPROPRIATION CLAUSE. In the event funds for this contract are not appropriated by the Council of the City of Gahanna, then the contract will automatically be cancelled without recourse to the City.

AMOUNT OF INSURANCE REQUIRED. The amount of such public liability insurance shall be adequate to provide full coverage for any one accident of not less than \$1,000,000 for personal injury to any one person and a total of not less than \$1,000,000 for personal injury to all persons involved. The amount of such property damage insurance shall be adequate to provide full coverage for any one accident of not less than \$1,000,000 and total of not less than \$1,000,000 for all accidents.

AWARD OF CONTRACT. The contract will be awarded to the lowest and best bidder. In determining the lowest and best bid, the following elements will be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience. The city reserves the right to accept or reject any or all portions of the bid proposal.

CITY INCOME TAX TO BE WITHHELD. Said contractor hereby further agrees to withhold all City Income Tax due or payable under the provisions of Chapter 161 of the Codified Ordinances of Gahanna (as amended) for wages, salaries, and commission paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Tax due under said Ordinance for services performed under this contract.

In order to comply with this section and to avoid delay in receiving payment for work performed under this contract, it will be necessary that said contractor complete and file an "Income Tax Business Registration Form", if he/she is not already registered with the Gahanna Finance Department.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. The contractor and subcontractor shall comply with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.

The U.S. Department of Labor, Safety and Health Regulations identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926 and subsequent amendments are hereby made a part of these contract documents. All federal OSHA standards must be enforced by contractors.

SAFETY REQUIREMENTS. The bidder's particular attention is directed to safety requirements under Section 0.32 of the General Provisions.

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

Pursuant to ORC 125.111, the contractor agrees that the contractor, any subcontractor, and any person acting on behalf of the contractor or subcontractor, will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry, against any citizen of this state, in the employment of any person qualified and available to perform the work under this contract. The contractor further agrees that the contractor, any subcontractor, and any person acting on behalf of the contractor or subcontractor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract, on the account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry. The contractor represents that it has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program, and a progress report on its implementation, annually with the Ohio Civil Rights Commission and the minority business development office. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth provisions of this nondiscrimination clause.

PRE-CONSTRUCTION CONFERENCE. A Pre-Construction Conference involving the Owner, the Principal Contractor, and all available subcontractors will be held, if necessary, prior to the start of construction.

LIABILITY INSURANCE REQUIRED. The Contractor shall hold the City free and harmless from any and all claims for damages of every nature arising out of the performance of this contract, and shall defend, at their own cost and expense, each and every suit or action brought against the City by reason thereof, until the contract has been completed. The Contractor shall furnish proof to the City of liability insurance of not less than \$1,000,000 each occurrence, \$1,000,000 aggregate for bodily injury and \$1,000,000 each occurrence, \$1,000,000 aggregate for property damage.

Umbrella Excess Liability Insurance to extend existing policies to the required limits shall be accepted.

Certificates of Insurance, naming the City as additional insured, shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days PRIOR WRITTEN NOTICE has been given to the city.

NONPERFORMANCE. Nonperformance shall constitute cause for cancellation; however, such notification shall be in writing and shall take effect thirty (30) days after said notification.

DATE OF COMPLETION. The Contractor shall have completed the work on or before the calendar date specified in the Notice to Bidders, or on or before a later date determined as specified herein, otherwise the owner shall proceed as provided in sections A1 and/or A2.

If the contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the work, the Owner will postpone the completion date by the number of calendar days as agreed to upon by the Owner, the Contractor and Project Engineer.

If the Contractor finds it impossible for reasons beyond their control to complete the work by the date as specified or as extended in accordance with the provisions of this subsection, they may, at any time prior to the expiration of the contract item as extended, make a written request to the Owner for an extension of time setting forth therein the reasons which they believe will justify the granting of their request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

If the Owner finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, they may extend the time for completion in such amount as the conditions justify. The extended time for completion shall be in full force and affect the same as though it were the original time for completion.

INCLEMENT WEATHER. Delays caused by weather or seasonal conditions should be anticipated and will be considered as a basis for an extension of time only when the actual work days lost exceeds the number of work days lost each month due to inclement weather as determined by the following schedule:

Number of Work Days Lost Due to Weather

Month	# of Days
May	5
June	5
July	4
August	4
September	5
October	5
November	5

The time between December 1 and April 30 is considered winter months and no extensions will be granted for this time. A workday will be counted as lost if the contract's efficiency is reduced more than fifty (50%) percent on the critical item under construction at that time. Weekends and holidays will not be counted as lost workdays.

The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.

If the Owner should suspend the work in whole or in part as provided in Section 0.33 of the General Provisions, the date for completion shall be postponed the number of days that the suspension directly or indirectly delays the completion of the work.

A-1 FAILURE TO COMPLETE ON TIME. For each calendar day that any work shall remain uncompleted after the Contract completion date, the sum specified herein will be deducted from any money due the Contractor, not as a penalty but as Liquidated Damages; provided however, that due account shall be taken of any adjustment of the completion date granted under the provisions of this section.

Schedule of Liquidated Damages under this contract are set at **one thousand dollars per calendar day.**

The Contractor shall complete the work by the calendar dates specified in the Proposal, or by a later date determined in accordance with the specified within this provision. Requests for extension of the completion date shall be in writing and should be submitted to the Owner, prior to the calendar date set for completion in the Proposal. Failure to request an extension of the completion date, in writing, prior to the calendar date set for completion in the Proposal, will **AUTOMATICALLY** cause the deduction of Liquidated Damages, as set forth in this provision, from all estimates due and payable to the Contractor after such completion date.

Permitting the Contractor to continue and finish the work or a part of it after the date fixed for its completion, or after the date to which completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the Contract.

The Owner may waive such portions of the Liquidated Damages as may accrue after the work is in condition for safe and convenient use.

A2 – CANCELLATION OF CONTRACT. If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned or the work under this Contract sublet by the Contractor, otherwise than herein specified; or if before the completion of the work under this Contract, the Contractor shall become financially unable to meet their current obligations or shall become bankrupt or shall make a general assignment for the benefit of the creditors or shall have a receiver appointed for them or to take charge of their affairs or shall have their property levied upon or taken in execution or under attachment; or if, at any time, the Owner shall be in the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the contractor is violating any of the conditions or agreements of this Contract, or is executing the same bad faith or is not fulfilling the terms thereof, or is not

making progress in the execution of the work as to indicate its completion within the same time specified in the Contract, or within the time to which the completion of the Contract may have been extended by the Owner, then the Owner, at their discretion may at any time declare this Contract or any portion thereof, terminated by written notice served upon the Contractor, a copy of which shall be given to the Surety or the authorized agent of the Surety.

Upon the service of such notice, the contractor shall discontinue the work or such part thereof as the Owner shall designate, whereupon the Surety may, at its option, assume this Contract or the portion thereof on which the Owner has ordered the Contractor to discontinue work and proceed to perform the same and may, with the written consent of the Owner, sublet the work or portions of same taken over, provided, however, that the Surety shall exercise its option if at all, within two weeks after written notice to discontinue work has been served upon the Contractor and upon the Surety of its authorized agent. The Surety, in such event, shall take the Contractor's place in all respects and will be paid by the City for all work performed by it in accordance with the terms of this contract and if the Surety, under the provisions hereof, shall assume said entire Contract, all monies remaining due to the Contractor at the time of Contractor's default, shall thereupon become due and payable to the Surety as the work progresses, subject to all the terms of this Contract.

In the event the Owner has ordered the Contractor to discontinue work on the project, the City shall have the absolute right, without liability on the part of the City to the Contractor or their Surety, to continue and complete the project herein described. The Surety and the Contractor shall then be jointly and severally liable for all expenditures made by the City to complete the said project expecting and providing that the Surety shall not be liable for any amount over the obligation of its bond.

Any and all balances of payments due to the Contractor by the City shall be forfeited to the City and the Contractor agrees that they shall lose all right, title, and interest to the said balances, excepting and providing that the said balances shall be used, after forfeiture, for a set off to the benefit of the Contractor and the Contractor's Surety on the expenditures of the City to complete this project.

In the event, any item specified herein this section (Information for Bidders) is in direct conflict with the General Provision of the said Contract, the Information for Bidders shall take precedent.

GENERAL PROVISIONS

Sec. 0.01 DEFINITIONS. Whenever the "Owner" is used or implied in these specifications, it shall refer to the City, the Party of the First Part in this Contract.

Whenever the word "Council" is used or implied in these Specifications, it shall refer to the Council of the City.

Whenever the word "Director" is used or implied in these Specifications, it shall refer to the Director of Public Service of the City, the Party of the First Part in this Contract.

Whenever the word "Engineer" is used or implied in these Specifications, it shall refer to the City Engineer, or his authorized assistants, acting within the scope of the duties assigned to them.

Whenever the word "Contractor" is used or implied in these Specifications, it shall refer to the Contractor, Partnership, or firm of Contractors or his or their agent or agents undertaking a contract under these Specifications.

Sec. 0.02 AUTHORITY OF ENGINEER. The Engineer shall have full power and authority to do any or all of the following things:

- (a) ***Interpret Plans, etc.*** To interpret the meaning of plans and specifications when necessary and to decide all questions that may arise relative to the fulfillment of this Contract.
- (b) ***Judge of Quality.*** To be the sole judge of the quality and fitness of all material and workmanship; to supervise all tests; to inspect all work and material either at the factory, on the grounds of after placing in the ground; and to condemn any work or material which, in his judgment, does not fully conform to the plans and specifications.
- (c) ***Power to Condemn.*** He may so condemn faulty work or material at any time prior to the final acceptance of the work, notwithstanding that it may have been previously overlooked or may have become damaged after previous inspection, even though it may have been estimated or paid for. Any condemned work shall be promptly taken out and replaced by the Contractor without payment and any condemned material shall be removed from the job by the contractor and not returned to any part of the work.
- (d) ***Judge Foundation Material.*** To judge the suitability of all foundations and to order unsuitable foundation material excavated to such depth as he considers necessary and the excavation refilled in such manner and with such material as he may deem proper.
- (e) ***Fix Time and Place of Work.*** To fix the time and place where work shall be started and carried on, and to order the work carried on simultaneously at two or more points if he deems necessary.

(f) ***Length of Trench.*** To determine the length of trench which shall be kept open at any time.

(g) ***Precautions Against Damage.*** To require additional precautions against damage to the work or any public or private property. This power shall not, however, relieve the Contractor of any responsibility for providing proper safe guards, or for any such damage or accident.

(h) ***Extra Work.*** To sign and give orders for extra work, when such work is necessary, under the provisions of this Contract.

(i) ***Cleaning Up.*** To order all dirt, rubbish and other material cleaned up immediately after backfilling and to have such cleaning done at the expense of the Contractor in case such cleaning done at the expense of the Contractor in case such order is not complied with within three days.

(j) ***Remove Employees.*** To order the Contractor to remove from the project any employee who is disorderly or disrespectful or who persistently does careless or unsatisfactory work.

(k) ***Reject Work.*** To reject work if any provision of the Contract or Specifications is being violated.

(l) ***Repair After Completion.*** To notify the Contractor of any break, settlement or failure within one year after the date of the final acceptance of the work, and to repair the same at the expense of the Contractor if not immediately attended to by the Contractor.

(m) ***Assistants.*** To depute assistants and inspectors to act for him in any of his powers and duties and such assistants and inspectors shall exercise all powers of the engineer within the limits of the specific authority given by him to each.

(n) ***Lay Out Work.*** To lay out all work, set all stakes both for lines and grade, and locate all structures and appurtenances.

(o) ***Amount and Quality.*** To determine the amount and quality of the several kinds of work which are to be paid for thereunder, including extra work.

(p) ***Monthly Estimates.*** To prepare and sign approximate monthly estimates.

(q) ***Final Estimate.*** To examine the work when notified of its completion and, if fully completed to his satisfaction, to make the necessary measurements and prepare and sign the final estimate.

(r) ***Violation of Contract.*** To notify the Owner in writing of any violation of the Contract.

(s) **Extension of Time.** To determine the proper length of any extension of time provided for under this Contract.

(t) **The Engineer.** On the basis of on-site observations, shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the Contractor; but does not guaranty the performance of the Contractor and is not responsible for construction means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The Engineer is not responsible for the Contractor's failure to execute the work in accordance with the construction contract and shall not be responsible for defects of omissions in the work result of the Contractor's or any Sub-Contractor's employees or that of any other person and entities responsible for performing any of the work result as contained in the construction contract.

Sec. 0.03 ENGINEER TO GIVE INSTRUCTIONS. It is mutually agreed that wherever in this contract the words "as directed", "as required", "permitted", "approval", "suitable", "ordered", "proper", "satisfactory", or words of similar import are used, they shall be understood to refer to the instructions and judgment of the Engineer as applied to each particular case.

Sec. 0.04 PLANS AND SPECIFICATIONS. The drawings referred to in these Specifications consist of such plans, profiles, details and drawings as may be furnished by the Engineer before or as the work progresses. Work shown on the plans and not mentioned in the Specifications, or vice versa, shall be done as if shown on both, and should any actual or apparent conflicts, inconsistencies or errors be found, the Contractor shall notify the Engineer as soon as they are discovered and shall not proceed with any work affected thereby until the matter has been properly clarified or corrected by the Engineer.

Sec. 0.05 WORK TO BE COMPLETE. The intent of these Specifications is to provide for the work herein outlined to be full and complete in every detail for the purposes designated, and the Contractor hereby agrees to furnish everything necessary for such construction, notwithstanding any omissions or errors in the Contract Documents.

Sec. 0.06 EXTRA WORK. The Contractor shall do any other work not herein provided for and which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed, when and as ordered writing by the Engineer. Any such work may be paid for at a fair and reasonable price to be mutually agreed upon in a duly authorized supplementary contract.

Any such work, the price for which cannot be mutually agreed upon, shall be paid for at reasonable cost plus 15 percent.

The Engineer shall include in such reasonable cost, the cost to the Contractor, at current rates, of all materials used, of all labor either common or skilled, including foremen, and the fair rental of all machinery or power tools used upon the extra work for the period of such use. If said extra work requires the use of machinery not upon the work, then the cost of transportation of such machinery to and from the work shall be added to the fair rental, provided, however, that said

transportation shall not cover a distance exceeding 100 miles. The Engineer shall also include in said reasonable cost, the cost to the contractor of employer's liability insurance, workmen's compensation insurance and of public liability and property damage insurance covering bodily injuries or damage to the public resulting from the extra work.

The Engineer shall not include in said reasonable cost any cost or rental of small tools, buildings or any portion of the time of the Contractor or his Superintendents or any allowance for use of capital, or any profits, commissions or percentage of subcontractor these items being considered as in and covered by the 15 percent added to the reasonable cost, nor shall the Engineer include in said reasonable cost any cost to the Contractor of delays to the carrying out of the work occasioned by the extra work or any cost to the contractor of plant or equipment idle during the performance of the extra work.

The Contractor shall on or before the 10th day of the month succeeding that in which any extra work shall have been completed, file with the Engineer an account giving the itemized cost of such extra work, except where a supplementary contract has been entered into and shall give the Engineer access to all accounts, bills and vouchers relating thereto. In case the Contractor shall fail to file, within the time above mentioned, such accounts for extra work, he shall have no claim for compensation for the same against the Owner. No extra work will be paid for unless specifically ordered as such in writing by the Engineer or his properly authorized agents as aforesaid.

If for any reason it becomes necessary to issue an extra work order, the total payment for which will exceed \$1,000.00, the same shall be done upon written order from the Engineer duly authorized by the Owner, the work to be done and payment to be made as hereinabove specified.

Sec. 0.07 LINES, GRADES AND ELEVATIONS. Such lines, grades and elevations as may be deemed necessary will be given by the Engineer but this shall not be construed to mean all lines, grades and elevations. The Contractor shall provide all stakes and such other materials and give such assistance as may be required, and the marks shall be carefully preserved. He shall inform the Engineer a reasonable length of time in advance of the time and places at which he intends to work, in order that lines, grades and elevations may be furnished and so that necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer or delay to the Contractor. There shall be not special compensation to the Contractor for the cost of any of the work or delay occasioned by giving lines, grades and elevations or making other necessary measurements or by inspection; but such costs shall be considered as having been included in the prices stipulated for doing the work called for in this Contract.

Sec. 0.08 INSPECTION. Whenever any work is in progress an inspector shall be appointed by the Engineer to inspect the same, and it will be the duty of such inspector to see that all materials used and work performed shall be strictly in accordance with the specifications.

Sec. 0.09 NOT RELIEVED BY INSPECTION. The inspection of the work shall not relieve the Contractor from any of his obligations to fulfill his Contract as herein prescribed and defective work shall be made good, and unsuitable materials will be rejected notwithstanding

such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

Sec. 0.10 ABSENCE OF INSPECTORS. No work shall be done in the absence of an inspector deputized by the Engineer.

Any work done in the absence of the inspector shall be removed and replaced by the Contractor at his own expense. Blasting shall be done only in the presence of an Inspector.

Sec. 0.11 COMMENCEMENT AND COMPLETION. The contractor shall commence work as specified in the "Notice to Contractors". The rate of progress shall be uniform insofar as contiguous work will permit, and such that on or before the time herein specified, the whole work shall have been performed and the restoration completed in accordance with the terms of the contract.

Sec. 0.12 FAILURE TO COMPLETE ON TIME. In case of default in completing the whole work to be done under this Contract on or before the date herein specified, or on or before a later date to which the time of said completion may have been extended by the Owner, the Contractor shall be liable for all expenses incurred by the Owner by reason of such default, including all expenses of engineering and inspection after the date set for completion. The Owner shall have the right to deduct all or any unpaid balance of said expenses from any money due or to become due the contractor. The amount still owing, if any, after such deduction, shall be paid on demand by the Contractor or his surety from any other obligations under this Contract. It is also expressly agreed that the Contractor shall be liable to the Owner for all damages from his failure to complete the work within the time limit fixed.

Sec. 0.13 OLD MATERIAL. All materials removed from old construction and all materials, or articles of value, found in the excavation or on the site of the work shall be brought to the attention of the Engineer; and if he shall so order, shall be the property of the Owner and shall be placed conveniently for removal. If not claimed by the Owner, such material or articles shall be removed and disposed of by the Contractor at his own expense.

Sec. 0.14 PERMITS, LAWS AND REGULATIONS. The contractor shall keep himself fully informed of all existing and future ordinances or resolutions of the Owner, and of all municipal, state, and national laws in any manner affecting the work herein specified and shall at all times comply with such resolutions or ordinances and laws. The contractor shall take out all permits legally required at his own expense, and shall pay all fees and charges incident to prosecution and completion of the work. He shall notify the Chiefs of Police and the appropriate Fire Department and the Engineer whenever a street or section of a street is about to be closed to traffic, also when it is to be reopened.

Sec. 0.15 NIGHT, HOLIDAY, OR WEEKEND WORK. No work shall be done during the Night or on Weekends or Holidays, except in case of emergencies and weather related delays encountered during the normal weekly work hours, or when written permission is given.

The contractor agrees that all work on the Contract, including any and all subcontractors, shall be conducted only during the period from one-half hour before sunrise to one-half hour after sunset, as determined by the U. S. National Weather Service. Authorization of work during any other time shall only be upon written permission of the Engineer. Whenever a valid reason exists, however, for the use of a regular night work force for continuous work, the same shall be authorized in writing by the Engineer.

The Contractor shall pay all inspection related costs, including inspector supervision on all Night, Holiday and Week-end work conducted during any hours over 40 hours per week. Inspection fees shall be paid at the overtime rate of one and one-half times the inspector's regular per diem rate.

Sec. 0.16 WRITTEN ORDERS BY THE ENGINEER. The Engineer shall have full authority to reject work when the Contractor refuses to follow written instruction concerning said work when such instructions are not contrary to the Specifications. Any work done subsequent to and contrary to such an order, given in writing by the Engineer, shall be at the Contractor's risk; and the Owner shall be relieved of all claims for payment for same under this Contract.

Sec. 0.17 PUBLIC UTILITIES. The Contractor shall assume complete responsibility for, and make satisfactory arrangements with, the management of all utilities concerned or affected by the construction of the work covered by this contract. In no case shall the services of any utilities be disrupted or interfered with without the consent of the Owner thereof, and in case any sewer, pipe, conduit, pole line, track, or other public utility property is damaged or has to be removed, the repair or removal, or removal and reconstruction if required, shall be done by the Owner of the utilities and the Contractor shall pay for the expense thereof, unless herein otherwise provided for. Call OUPS 1-800-362-2764.

Sec. 0.18 EXISTING SURFACE, OVERHEAD AND SUB-SURFACE STRUCTURES. An effort has been made to show on the plans such existing sub-surface structures, except service connections, as may be encountered in connection with the work under this Contract; however, it is understood by both parties hereto that all existing sub-surface, surface and overhead structures are not necessarily correct. The Contractor shall make such investigations as are necessary to determine the extent to which existing sub-surface, surface or overhead structures may interfere with the prosecution of the work contemplated under this contract.

In order to avoid damages to private sub-surface utility lines and services, as a result of excavating operations, the contractor shall give advance notice of each line or service crossing to the particular company concerned.

Should the Engineer deem it necessary, during the progress of the work, to move or relocate existing surface, overhead or sub-surface structures because of physical interference with the proposed work or to otherwise facilitate construction, the Contractor shall cause the same to be done at his own cost and expense, unless otherwise ordered or herein provided for. The Owner, however, reserves the right to make minor changes in the location of the proposed structures within the streets, alleys and easements if this is deemed advisable.

Existing surface, overhead or sub-surface structures damaged or destroyed by reason of the Contractor's operations, whether shown on the drawings or not, shall be promptly repaired or replaced in a manner satisfactory to the owners of the same at the cost and expense of the Contractor.

The Contractor shall not claim, nor shall he be entitled to receive, compensation for damages sustained by reason of the inaccuracy or incompleteness of any of the information given on the drawings or for delays occasioned in moving or relocating any existing surface, overhead or sub-surface structure or by reason of his failure to support and maintain such structures as specified.

Sec. 0.19 PROTECTION OF EXISTING STRUCTURES. Special attention is called to the existing structures which are located adjacent to or across the work to be constructed under this Contract. The timbering and the method of excavating shall be such as to prevent any loss of the supporting ground under or around these existing structures or damage to these structures. If directed, the Contractor shall adopt and use such special timbering, methods of excavating or safety precautions as may be necessary or required.

Extreme care shall be taken at all times during construction of the work adjacent to or across the sewers, water mains, gas mains, telephone and electric conduits, and other utilities, to the end that they will not be disturbed in any way. Smoking or any kind of open flame shall be prohibited on or about the work during the time any portion of the gas mains are exposed.

The cost of this work shall be included in the price for the various items.

Sec. 0.20 RIGHT OF WAY. Where shown on the plans, permanent right-of-way agreements or temporary construction easements, or both, have been obtained or are in the process of being obtained from the owner of the property. Any additional temporary construction easements required by the Contractor shall be obtained by him at the Contractor's cost. Whenever work is located in private property, it shall be done in conformity with all agreements between the Owner and the property owner or between the Contractor and the property owner as applicable.

Sec. 0.21 INTERFERENCE WITH TRAFFIC. The Contractor shall so pile up his material as to interfere as little as possible with traffic on the roads, streets, alleys, crossing and sidewalks. When material is piled in gutter of ditches, suitable drains of sufficient size to carry all the storm water flowing in the gutters or ditches shall first be laid. Where the drainage from cross-streets of alleys is interfered with or cut off by reason of the nature of the work, suitable crossings shall be provided for pedestrians. No material shall be piled within 20 feet of any fire hydrant and a clear way for traffic shall be provided at intersections.

In the event it becomes necessary to close any highway, street, alley or private drive to vehicular traffic, the Contractor shall, at least 24 hours in advance of such closure, notify the occupants of all premises which may be affected thereby.

Sec. 0.22 BARRICADES AND LIGHTING. The Contractor shall place proper barricades along and around all excavations and obstructions to traffic where danger exists, and shall place and maintain sufficient red lights at night to prevent accidents. If the Engineer is of the opinion

that sufficient barricades, warning signs and red lights have not been provided by the Contractor, at or along any of the work, the Engineer may provide such additional barricades, signs and lights as may be deemed necessary and the Contractor shall pay all costs incurred by the Owner in connection therewith. This section and any procedure by the Engineer conforming thereto shall not relieve the Contractor from properly protecting his work or from any of his obligations or responsibilities herein provided.

Sec. 0.23 CONTIGUOUS WORK. The Contractor shall permit the Owner, its agents, contractors for adjoining work, or contractors for additional work on the same site, to construct or install such work as the Owner may desire. Such adjoining or additional work will be constructed or installed with as little hindrance or interference as possible to the Contractor. The Contractor hereby agrees not to interfere with or prevent the performance of any adjoining or additional work by the agent or agents of the Owner. Any dispute which may arise between Contractors in regard to their adjoining work shall be adjusted by the Engineer. Furthermore, no claims for extra payment shall be made as a result of delays which may occur due to work on any contiguous or adjoining work or project.

Sec. 0.24 SANITARY REGULATIONS. Such sanitary regulations as may be prescribed shall be obeyed and followed by the Contractor without extra charge. Suitable sanitary convenience and plenty of pure water shall be furnished by the Contractor for the use of employees. Offensive or unsanitary conditions will not be permitted and any objectionable matter found or deposited in the trenches or excavations or about the work shall be removed by the Contractor at his own expense.

Sec. 0.25 PATENTS. The Contractor shall indemnify, keep and save harmless the Owner for all liabilities, judgments, costs, damages, and expenses which may in any wise come against the Owner by reason of the use of any patent material, machinery, devices, equipment, or processes furnished or used in the performance of the work under this Contract or by reason of the used of patented designs furnished by the Contractor and accepted by the Owner.

In the event that any claim, suit or action at law or in equity of any kind whatsoever is made or brought against the Owner involving any such patents, then the Owner shall have the right to retain from the money due and to become due the Contractor, a sufficient amount of money as shall be considered necessary by the Owner, to protect itself against loss until such claim, suit or action shall have been furnished to the satisfaction of the Owner. The bond given by the Contractor shall be held to protect the Owner against all claims or demands of every kind, character, and description for patent rights, licenses, and infringements.

Sec. 0.26 BIDDERS TO EXAMINE THE SITE. All bidders for work under this Contract are required, before submitting bids, to examine the site of work and adjacent premises and the various means of approach to the site, and to make all necessary investigations in order to inform themselves thoroughly as to the character and magnitude of all the work involved to completely execute this Contract, also as to the facilities for delivering or handling materials and plant at the site, and conditions and difficulties that will be encountered in the performance of the work specified herein. No plea of ignorance of conditions that exist, or that may hereinafter exist, or of difficulties that will be encountered in the execution of the work thereunder, as a result of

failure to make necessary examinations and investigations will be accepted as a sufficient excuse for any failure or omission on the part of this Contract, or will be accepted as a basis for any claims whatsoever for extra compensation.

Sec. 0.27 OBLIGATIONS OF CONTRACTOR. The Contractor shall furnish all the labor, tools, scaffolding, shoring, timbering, bracing, appliances and equipment necessary to properly and safely complete the work under this Contract, in the manner specified and within the time specified. He shall also provide all necessary machinery and plant for the proper and safe execution of the work under this Contract, and shall cover and protect the work from damage due to any cause whatsoever.

All necessary day and night watchmen, barricades, lights warning signs and such other precautions as may be necessary to protect the health and safety of the general public shall be employed, erected and performed by the Contractor who hereby agrees to hold the Owner harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of the Contractor, his sub-contractors, agents or employees. Watchmen, lights, barricades, and warning signs provided or erected by anyone other than the Contractor shall not relieve the Contractor of his responsibility under this section.

The Contractor shall assume the defense of and indemnify the Owner and its officers and agents from all claims relating to labor and material furnished for the work, or to damage to adjacent property or premises, or to the injury of any person or persons by reason of the construction of the work under this contract, or the manner of doing the work, and shall pay any judgments obtained upon or growing out of any or all such claims.

The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance, including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

Umbrella Excess Liability Insurance to extend existing policies to the required limits will be accepted.

Certificate of Insurance naming the OWNER as additional insured shall be filed with the OWNER prior to commencement of the WORK. These certificates shall contain a provision that

coverage afforded under the policies will not be canceled unless at least 30 days prior WRITTEN NOTICE has been given to the OWNER.

Sec. 0.28 RESPONSIBILITY OF CONTRACTOR. The Contractor shall assume full responsibility for the work, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen delays, obstructions or difficulties which may be encountered, or because the nature of the ground, earth or rock in or on which the work is to be done, is different from what is assumed or was expected, or on account of the weather, floods or other causes; and he shall assume the defense of, and indemnify and save harmless the Owner and its authorized agents from all claims of any kind arising from the performance of this Contract.

Sec. 0.29 REPRESENTATIVE ALWAYS PRESENT. The Contractor shall give his personal supervision to the faithful prosecution of the work, but in case of his absence he shall have a competent representative or foreman on the work who shall have full authority to act for him and to supply labor and material immediately and who shall follow without delay all instructions of the Engineer or his assistants in the prosecution and completion of the work and every part thereof.

Sec. 0.30 EMPLOY ONLY COMPETENT PERSONNEL. The Contractor shall employ only competent and skillful personnel to do the work and whenever the Engineer shall inform him that any person on the work, is, in his opinion, incompetent, unfaithful, or disorderly, or is refusing to carry out the provision of the Contract, or who persistently does careless or unsatisfactory work, or uses disrespectful, threatening or abusive language to any official having supervision of the work or to the public, such person shall be removed from the work, and shall not again be employed on this project without the written consent of the Engineer.

Sec. 0.31 PROPER METHODS OF WORK TO BE USED. If at any time before the commencement of or during the progress of the work, the materials or appliances used, or to be used, appear to the Engineer to be insufficient or inappropriate for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase their quality and efficiency and improve their character; and the Contractor shall conform to such order; but the failure of the Engineer to demand such increase or improvement shall not release the contractor from his obligations to secure the quality of work and rate of progress specified. All materials and workmanship where the quantity, dimensions and quality are not shown on the plans, or specified in the specifications, shall be furnished in sufficient dimensions and quantities for the proper execution of the work as directed by the Engineer.

Sec. 0.32 SAFETY REQUIREMENTS AND PRECAUTIONS. The Contractor and Sub-Contractor shall be solely responsible for all federal, state, and local safety requirements, together with exercising precautions at all times for the protection of persons (including employees) and property. It is also the sole responsibility of the Contractor and Sub-Contractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the work.

Sec. 0.33 SUSPENSION OF WORK. The Engineer or the Owner reserves the right to suspend the whole or any part of the work. If such suspensions are due to any act or failure on the part of the Contractor, or to any breach of contract on his part, he shall receive no compensation or extension of time.

Should the weather be such that any part of the work cannot be done in the proper manner with due regard to quality of materials or workmanship, or should such be the case from any other cause, then the Engineer may order such part of the work to be suspended until a more suitable season, in which case the Contractor shall cover and otherwise sufficiently protect the several parts of the work so that it will not be injured by the weather or by any other cause or agency. In such case of suspension, the time within which the Contractor is required to complete the work shall be extended by as many calendar days as the work was suspended.

Upon any stoppage of the work for any reason, all material is to be piled up snugly, so as not to impede the travel on the sidewalk or traveled way, or the use of fire plugs, and all rubbish or surplus material is to be removed immediately thereafter from the site of the work by the Contractor. The several parts of the work done are to be covered and otherwise sufficiently protected, so that it will not be injured by the weather or any other cause or agency.

Sec. 0.34 RATE OF PROGRESS. The rate of progress shall be as nearly uniform as practicable and shall be such that all work under this Contract will be completed within the time herein specified or on or before a later date to which the time of completion may have been extended by the Owner.

If at any time, the Engineer shall be of the opinion that the work under this Contract is unnecessarily delayed and will not be finished in the prescribed time, he shall so notify the Contractor in writing. If the Contractor fails, within 10 days thereafter, to take such measures as will, in the judgment of the Engineer, insure the satisfactory completion of all work under this Contract on or before the date specified, the Owner may then notify the Contractor to discontinue all work under the Contract in accordance with the provisions of the paragraph entitled in accordance with the provisions of the graph entitled "Breach of Contract - Surety or Owner to Complete Work," as elsewhere included herein.

Sec. 0.35 EXTENSION OF TIME. If the Contractor is obstructed or delayed in the prosecution or completion of the work by the neglect, delay, or default of any other contractor for adjoining or contiguous work, or by any damage that may occur to his work by the unusual action of the elements, or by any delay on the part of the Owner in doing any work or furnishing any material which may be herein provided, the Contractor shall have no claim for damages or loss of profits.

If the Contractor is obstructed or delayed as a result of one or more of the reasons mentioned above or for any other reason not herein mentioned and which the Engineer may consider just cause, the Contractor shall be entitled to such extension of the time herein specified, for completion of the work, as the Owner, upon recommendation of the Engineer, may consider fair and just. The Owner, however, shall be under no obligation to consider any

extension of time unless the Contractor has made a request in writing for such extension, within one (1) week immediately following the time when any alleged delays shall have occurred.

Sec. 0.36 STATEMENT OF DAMAGES. If the Contractor claims compensation for any alleged damage, make a written statement to the Engineer of the nature of said damage, and shall on or before the 10th day of the month succeeding that in which such damage shall have been sustained, file with the Engineer an itemized statement of the details and itemized amounts of such claims. Unless such statement is made, his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage.

Sec. 0.37 LOSSES. The Contractor shall bear all losses resulting to him on account of the amount or character of the work, or because any condition encountered is different from what was expected, or on account of the weather, elements or other cause, and the Contractor hereby waives all claim for damage or loss because of ignorance of conditions on, above or under the ground, or facilities for delivery or handling materials, or any other conditions pertaining to the work, or on account of any error in the statement of approximate quantities used for comparing bids. It is expressly understood that no attempt has been made to show all underground objects on the plans and that, if any such are indicated, their location and character is not known to be even approximately correct.

Sec. 0.38 PROTECTION OF PAVED SURFACES. The Contractor shall so conduct his operations as to avoid damages to pavement surfaces. Mechanical equipment with lug or cleat equipped caterpillars will not be permitted on macadam, surface treated, asphalt, concrete, or other types of pavement surfaces which may be damaged thereby, unless the lugs or cleats are covered with rubber pads or otherwise protected. Any and all damage resulting from the Contractor's operations shall be satisfactorily repaired and maintained as directed by the Engineer and as herein provided at the expense of the Contractor.

Sec. 0.39 DAMAGE TO PROPERTY. All damage caused by the carrying out of this Contract to any pipes or conduits or other public or private property of any nature whatsoever, whether above or under the ground, including trees and crops, shall be made good to the satisfaction of the Owner of the same, at the expense of the Contractor.

Sec. 0.40 ESTIMATED QUANTITIES. The Contractor agrees that the estimated quantities are only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim for anticipated profits or loss of profits or damages because of a difference between the quantities of the various classes of work actually furnished, and the said estimated quantities; and he agrees that the Owner shall not be held responsible if, in the construction of the work, any of the said estimated quantities should be found to be not even approximately correct, and that the Engineer may without alteration or modification of this Contract, increase, decrease, or omit the amount of any class or portion of the work as may be deemed necessary.

If any error, omission or misstatement is discovered in the said quantities, the same shall not invalidate this Contract or release the Contractor from any obligations or liabilities herein

stipulated or from the execution and completion of the whole or any part of the work, herein specified, in accordance with the specifications and plans therefore, and as required by the Engineer at the prices herein agreed upon.

Sec. 0.41 ADDITIONS OR OMISSIONS. The Owner may, without alteration or modification of this Contract, increase, diminish, or omit the work covered by any item of this Contract. When such item is covered by a unit price the amount actually required will be paid for; if by a lump sum price, the net addition or deduction, representing the actual value of the work added or dispensed with, shall be agreed upon before the work is done, and if agreement claim for loss of anticipated profits or damages shall be made or allowed on account of such changes, and the validity of the Contract or bond shall not be affected thereby.

Sec. 0.42 SUBCONTRACTORS. The contractor shall not, without the written permission and approval of the Owner, assign or sub let any part of the work to be done under this Contract.

In the event that the Contractor desires to sub let any part of the work, he shall first submit to the Owner a statement showing to whom it is proposed to sub let and the party or parties to whom it is proposed to sub let the same and his or their experience, financial ability, technical and other qualifications for properly carrying out and completing the same and the decision of the Owner as to said qualifications, financial ability, experience and competency shall be final and binding upon both parties hereto.

It is further understood and agreed that such sub letting, although approved by the Owner, shall not directly or indirectly release or modify the responsibility of the Contractor for the satisfactory and entire completion of the work under this Contract, and each and every part and portion thereof.

In case any party or parties to whom any work under this Contract shall have been sub let shall disregard the direction of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the conditions of the Contract, then, in that case, upon written order of the Engineer the Contractor shall require said party or parties in default to discontinue work under this Contract.

Any defective work done by any sub-contractor shall be removed and replaced with work which is satisfactory to the Engineer and without cost to the Owner.

Sec. 0.43 BREACH OF CONTRACT-SURETY OR OWNER TO COMPLETE WORK. If the Contractor fails to commence work under this Contract within the time required, or abandons the work, or any part thereof, or fails to make such progress as may be required to show reasonable promise of completion within the specified time, or violates any of the conditions of this Contract, or executes the work in bad faith, or fails to pay in lawful money for labor and material used within a reasonable time, or assigns this Contract or any part thereof without the written consent of the Owner, or if the Contractor becomes bankrupt, or makes a general assignment, or a receiver be appointed for him, the Owner may make a finding to that effect and so notify the Contractor and the Sureties in writing. The Contractor shall not remove any materials from the work after receiving such notice. If the Contractor fails, within three (3) days

thereafter, to correct the conditions set forth in such findings, or fails to continue the work thereafter in a manner satisfactory to the Owner, the Owner shall notify the Contractor to stop work and shall take possession of the work and all materials thereon (not including tools, machinery, and equipment) and the right of the Contractor to perform, control or supervise the work and to occupy the ground, shall immediately cease and the Contractor shall receive no further payment except as hereinafter stated. The Contractor shall look after and be responsible for his machinery, tools and equipment.

The Owner shall give notice to the Surety on the Bond of the Contractor that such action has been taken and the Surety shall thereupon have the right to enter upon and complete the work and to use all materials found thereon for such purpose. In case said Surety elects to so complete the work, and within ten (10) days after receiving notice of the action of the Owner, notify the Owner in writing to that effect, and within thirty (30) days after receiving such notice, enter upon and proceed with the completion of said work and carry on the work with reasonable diligence satisfactory to the Owner and in accordance with this Contract and pay all proper and legal claims for labor and material employed or purchased for the work, whether by the Contractor prior to the order to stop work or by said Surety subsequent thereto, and all legal obligations of the Contractor under this Contract for which the Surety is liable, then said Surety shall be entitled to receive all further payments due, overdue or to become due for work done by said Contractor or said Surety under this Contract at the prices and under the conditions stated in this Contract, and the Contractor hereby agrees that under such conditions said Surety shall be surrogated to the rights of the Owner in the funds as against any other assignee. Provided, however, that if conditions on any part of the work are such that immediate work is necessary to protect life or property, or to avoid financial loss, and the Sureties fail to do such work immediately on notice from the Engineer, the Owner may cause such work to be done and charge the same to the Contractor and the Surety.

Should said Surety fail to so notify the Owner that they have elected to complete the work, or, having so notified the Owner, should said Surety fail to enter upon and proceed with the work as hereinabove stipulated, or to carry out all the obligations of the Contractor under this Contract, the Owner shall notify the Contractor under this Contract, the Owner shall notify the Contractor under this Contract, the Owner shall notify the Contractor and the Surety in writing to that effect and shall thereupon continue or resume possession of the work and all materials thereupon and all rights of said Surety to possession of the work or to receive any further payments from the Owner shall cease and the Owner shall complete the work by Contract so such other method as they deem best and may procure such tools, equipment, labor, and material as may be necessary, and charge the cost thereof and all other expenses incident to such completion to the Contractor and the Surety, who shall be credited with the value of the work done at the Contract prices herein stated. On receipt of such notice, the Contractor or the Surety shall remove all tools and equipment from the site of the work and the Owner shall not in any way be responsible for the same. If such tools and equipment are not removed within ten (10) days after such notice, the Owner shall remove the same and charge the cost of such removal to the Contractor and the Surety. Provided, however, that by written agreement between the Owner, the Contractor and the Surety, the Owner may retain and use the tools and equipment found on the work or any part thereof for the purpose of completing the work and on such completion and settlement of all obligations by the Contractor and Surety, the Owner shall release such tools and equipment, or

the remainder thereof, to the Contractor and the Surety. It is hereby agreed that there shall be no claim against the Owner for any loss or damage of such tools and equipment, whether removed by the Contractor, the Surety, or the Owner, or whether or not used by the Owner.

In case sworn claims for labor performed on the work are on file or are filed with the Owner or with the Engineer, when or after the Contractor is ordered to stop work and a schedule of such claims furnished to the Contractor and to the Surety the Owner may pay and charge to the Contractor and to the Surety such claims, or such portions thereof, as are not disputed by the Contractor or the Surety as incorrect or fraudulent within five (5) days after such schedule is furnished to them and such claims or the payment thereof shall not be later contested. The amount of any such claims disputed by the Contractor or the Surety, together with the amount of all other unpaid claims against the Contractor or the Surety filed with the Owner or the Engineer shall be withheld by the Owner for the amount thereafter to be paid to the Contractor and the Surety until such claims are settled by agreement, or litigation. In case the amounts so withheld are not sufficient to pay such claims the Contractor and the Surety shall protect, defend and save harmless the Owner, its officers and agents, from all loss and damage by reason of such claims.

If, on the completion of the work, there is a balance due the Contractor, it shall be paid to the Contractor or the Surety, as their interests may appear, under the conditions of this section and as elsewhere herein provided. If the charges against the Contractor exceed the total amount due him, the balance shall be paid to the Owner by the Contractor or his Surety within thirty (30) days after demand is made on them.

Sec. 0.44 PRICES. The Owner agrees to pay, and the Contractor agrees to accept, as full compensation, satisfaction and discharge for all work done and materials furnished, whether mentioned in the Estimated Quantities or not and also for costs and expenses incurred and loss or damage sustained by reason of the action of the elements or because of the nature of the work or because of any unforeseen obstruction or difficulty encountered in the prosecution of the work and also for all expenses incurred by or in consequence of, the suspension of the work was herein specified, and also for well and faithfully completing the work and the whole thereof, in accordance with the terms, conditions and provisions of this Contract and the instructions, orders and directions of the Engineer thereunder, and also for maintaining the work in good condition until the final payment is made and for one (1) year thereafter, except extra work and modifications and supplementary contract which shall be paid for as elsewhere herein provided, a sum of money equal to the amount of the actual work done and material furnished, as determined by the Engineer, under each item listed in the Proposal multiplied by the unit price applicable to each such item as set forth in the Proposal attached hereto.

Sec. 0.45 PARTIAL ESTIMATES. The Engineer shall at least once each month make an approximate estimate of the value of the work done and materials incorporated into the work by the Contractor during the previous calendar month, whenever said monthly work exceeds One Thousand Dollars (\$1,000.00) in value. The Contractor shall assist the Engineer in the preparation of this estimate by submitting to him at the start of each month, an estimate of the work he has accomplished during the preceding month, broken down by items and containing substantiating data and computations. Allowance will be made for non-perishable materials which are to be incorporated into the work and which have been delivered and properly stored

upon the site; but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at his own expense. Payment for materials and equipment delivered and stored as specified above shall be on the basis of ninety-two percent (92%) of the paid invoices for both lump sum and unit price items. Materials and equipment delivered to the site shall become the property of the Owner upon payment therefore. The Quantities included in monthly estimates will not be determined by strict measurement or with exactness, and it shall be satisfactory if they are approximate.

Sec. 0.46 PARTIAL PAYMENTS. After each partial estimate has been prepared and certified and signed by the Engineer and approved by the Owner, the Owner shall, within thirty days after the date of the estimate, pay the Contractor ninety-two percent (92%) of the amount stated in the estimate; provided however, that the Owner at all times reserves and retains from any partial payment in addition to the eight percent (8%) above mentioned to be retained and reserved, any sum or sums which by the terms hereof, or of any law of the State of Ohio passed prior to the date hereof, it is or may be authorized to reserve or retain. Partial payments may at any time be withheld or reduced if, in the opinion of the Engineer, the work is not proceeding in accordance with the Contract.

Sec. 0.47 ADJUSTMENTS OF RETAINED PERCENTAGE. All labor performed and materials furnished and incorporated into the work after the job is fifty percent completed (as determined by the Engineer) shall be paid for at the rate of One Hundred Percent of the estimates submitted by the Contractor and approved by the Engineer. Such adjustment of retained percentage shall in no way reduce the Contractor's responsibility or in any way affect any of the other provisions of this contract. All retained funds at fifty percent (50%) completion shall be deposited in an escrow account as designated in Section 153.63 of the Ohio Revised Code.

It is further understood and agreed by the Contractor that the sums retained by the Owner, as provided in Sec. 0.46, shall be held by the Owner until completion of the entire work.

Sec. 0.48 FINAL ACCEPTANCE. The Contractor shall, after all work has been finished, notify the Engineer, and the Engineer shall, by personal inspection, satisfy himself as to the hereto that the actual date of completion and date of final acceptance for all purposes herein stated, shall be the date of the final estimate.

Sec. 0.49 FINAL ESTIMATE. The Engineer shall, as soon as practicable, after all work has been finished as required by this Contract and after the inspection by the Engineer specified above, make a final estimate of the amount of work done and the value thereof. Such final estimate will be signed by the Engineer, and the Owner shall (after such final estimate has been made and approved by the Owner) pay ninety-six percent (96%) of the sum so found to be due, after deducting therefrom all previous payments and all amounts to be kept and retained under the provisions of this contract. All prior estimates shall be subject to correction in the final estimate and payment.

Sec. 0.50 FOUR PERCENT RETENTION. The Contractor hereby further agrees that the Owner is hereby authorized to retain for a period of thirty days subsequent to the date of final acceptance of the work, out of the money payable to said Contractor under this agreement, the

sum of four percent (4%) of the amount of the Contract, and to expend the same in making such repairs of the said work, or in filling or grading settlements or irregularities of surfaces as may be deemed necessary, in case the same are neglected by the Contractor after reasonable notice, or are a menace to public safety.

Sec. 0.51 MAINTENANCE. The Contractor shall keep the work in good repair for one (1) year after date of the final acceptance and shall correct and repair promptly during that time, all breaks and failures of whatever description, and all settlement and irregularities of street or ground surfaces, and shall deliver the work in all respects in good condition at the end of that time; provided, however, that the Contractor surfaces replaced by the Owner.

Sec. 0.52 FINAL PAYMENT. Upon expiration of said thirty day period as herein before set forth in Sec. 0.50, the Owner shall, provided all the work covered by this Contract shall at that time be in good order and all obligations of the Contractor fulfilled, pay the Contractor such part of the four percent (4%) retained as may remain after the expense of making any repairs shall have been deducted therefrom, plus any interest accumulated from the retainage escrow account specified in Sec. 0.47. Provided that before any final payment shall be made to the Contractor, he may be required to sign a certificate that all claims for material furnished and labor performed have been paid and satisfied in full.

Sec. 0.53 NO WAIVER OF RIGHTS. No inspection, estimate, certificate, payment or acceptance of money, acceptance, possession, extension of time, or any other act except a specific waiver by resolution of the Owner shall operate or be construed as a waiver of any rights of the Owner under this Contract; nor shall any waiver or any breach of any condition of the Contract constitute a waiver of any other breach or condition.

All remedies in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the Owner shall have any and all equitable and legal remedies which it would in any case have.

Sec. 0.54 RELEASE OF LIABILITY. It is hereby agreed that no person or corporation, other than the signer of this Contract as Contractor, or the principals herein named, has any interest thereunder and no claim shall be made or be valid, nor shall the Owner or any official or agent thereof be liable for or be held to pay any money, except as provided herein. The acceptance by the Contractor of the payment of the final estimate shall operate as and shall be a release to the Owner and every officer and agent thereof, from all claims of and liability to the Contractor for anything done or furnished, for or relating to the work, or for any act or neglect of the Owner, or any person relating to or affecting the work.

Sec. 0.55 DISCRIMINATION BECAUSE OF RACE, ETC. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, age, handicap, color or national origin. The aforesaid provision shall include by not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or selection for training including apprenticeship. The Contractor agrees to post hereafter in

conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts thereunder, except sub-contracts for standard commercial supplies or raw materials.

Sec. 0.56 ALTERATION OF CONTRACT. When, in the opinion of the Owner, it becomes necessary in the prosecution of any work or improvement under Contract to make alterations or modifications shall only be made upon the order of the Owner, but such order shall be of no effect until the price to be paid for the work and material or both under the altered or modified Contract, has been agreed upon in writing and signed by the Owner and the Contractor.

No Contractor may recover anything for work or material because of any such alteration or modification unless the Contract is made in such manner, nor shall he be allowed to recover for such work and material, or either, more than the agreed price. The law relating to the requiring of bids and the awarding of contracts for public buildings and improvements, so far as it applies, shall remain in full force and effect.

Sec. 0.57 OWNER INCOME TAX TO BE WITHHELD. Said Contractor hereby further agrees to pay all Income taxes due or payable under the provisions of Codes. Contractor further agrees to withhold all Income Taxes for wages, salaries and commissions paid to his employees and further agrees that any of his sub-contractors shall be required to agree to withhold any such Income Taxes due for work performed under this Contract.

Sec. 0.58 AWARD AND EXECUTION OF THE CONTRACT. The award and execution of the Contract shall be made within sixty days after the date on which the bids are opened.

The failure to award and execute the Contract by the Owner within sixty days invalidates the entire bid proceedings and all bids submitted, unless the time for awarding and executing the Contract is extended by mutual consent by written agreement between the Owner or its representatives and the bidder whose bid the Owner accepts, and with respect to whom the Owner subsequently awards and executes a Contract.

If the time for awarding the Contract is extended by mutual consent, or if the Owner or its representative fails to issue a timely notice to proceed as required, the Owner or its representative shall issue a change order authorizing delay costs to the Contractor, which does not invalidate the Contract. The amount of such a change order to the Owner shall be determined in accordance with the provisions of the Contract for change orders or force accounts. In the event of a dispute between the Owner and the Contractor concerning such change order, then the cost to the Owner shall be the Contractor's actual costs including wages, labor costs other than wages, wage taxes, materials, equipment costs and rentals, insurance, and sub-contracts attributable to the delay, plus a reasonable sum for overhead.

Sec. 0.59 BID OPENING. The bid for which the award is to be made shall be opened at the time and place name in the Advertisement for Bids, unless extended by the Owner or its representative or unless, within seventy-two hours prior to the published time for the opening of bids, excluding Saturdays, Sundays and legal Holidays, any modification of the plans or

specifications for the project for which bids are solicited is issued and mailed or otherwise furnished to persons who have obtained plans or specifications for the project, for which the time for opening of bids shall be extended one week, with no further advertising of bids required.

Sec. 0.60 INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

- (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
- (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in this section.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Appendix A

Supplemental Specifications

SUPPLEMENTAL SPECIFICATIONS

CCTV AND SANITARY SEWER CLEANING PROJECT

PROPOSAL. No extra compensation will be paid to the contractor by reason of compliance with any of the requirements indicated in the specifications, but payment shall be deemed to be included among the several items, as bid upon, unless otherwise specifically provided.

COMPLETION DATE. The work under this contract shall be completed in a manner acceptable to the City on or before the date listed in the notice to bidders unless an extension of time is granted in writing by the Director of Public Service.

REFERENCE SPECIFICATIONS. The requirements of the City of Gahanna, together with the "Construction and Material Specifications, City of Columbus, Ohio" including all supplements thereto in force on the date of the contract, shall govern all materials and workmanship involved in the improvements, except as such specifications are modified herein.

MAINTAINING TRAFFIC. All lanes on all City streets are to remain open at all times. Ingress and egress to private driveways shall be maintained at all times. All traffic control devices, including lights, signs and barricades shall be constructed in accordance with the "Ohio Manual of Traffic Control Devices for Construction and Maintenance".

The cost of all lights, signs, and barricades necessary to maintain the aforementioned condition shall be included in price bid for the various items as set forth in the proposal.

RESTORATION AND CLEANUP. It is the intent of the City to keep inconvenience to the property owners to an absolute minimum. All work prescribed and described in these specifications is situated in improved areas. Any street signs or landscaping features removed during construction by the Contractor must be restored by the Contractor in a timely manner. The cost for removing and replacing signs and landscaping features shall be included in the price bid for the various items as set forth in the proposal. All work is to continue on a uniform basis and on schedule, particularly the restoration and cleanup of disturbed areas after construction. Disturbed areas such as sidewalks and curb ramps must be clearly marked by the contractor until the work can be completed. The City will pay only for those items that are completed in their entirety as described in the specifications.

SECTION SS-1

GENERAL REQUIREMENTS

1.1 RELATED DOCUMENTS. General plans and general conditions of the contract apply to this section.

1.2 DESCRIPTION OF WORK.

- a) *Description.* The City of Gahanna is proceeding with an Annual Sanitary Sewer Cleaning and CCTV Program. Sanitary sewer locations and sizes are shown on the plans. Limited sewer system rehabilitation will be performed as shown in the Contract Documents, as well as manhole inspections throughout the project area.

1.3 QUALITY ASSURANCE.

- a) *Codes and Standards.* Perform all work in compliance with current applicable requirements of governing agencies having jurisdiction.
- b) *Testing Laboratory.* The City of Gahanna may retain a testing laboratory to perform all testing services requiring a laboratory as called for under the various items of the Contract.
- c) *Testing Requirements.* Testing laboratory services for the various items of the Contract shall be performed in accordance with the special specifications.

1.4 SUBMITTALS. Not used.

1.5 PROJECT CONDITIONS.

- a) *Safety.* Safety requirements shall be in accordance with the City of Columbus Construction and Material Specifications and the Occupational Safety and Health Act (OSHA) of 1970, U.S. Department of Labor. Open excavations, open manholes, or similar hazards shall not be left unattended. Excavations shall be secured at night and all equipment and supplies moved to a secured area.

The Contractor shall follow OSHA requirements for "confined space entry," Title 29 of the Code of Federal Regulations, Part 1910.146 while performing work inside any manhole, sewer, or other permit required confined space. At least 10 working days prior to the start of work, the Contractor shall submit for review by the City a Site Safety Plan which describes the Contractor's permit required confined space program. This program shall include a written entry permitting system, designated rescue service, entry and retrieval procedures and equipment, atmospheric testing procedures, employee training certifications for working in

permit spaces, and provisions for meeting any other regulatory requirement relating to the entry of confined spaces. Contractor is hereby notified that it will also provide confined space entry and retrieval personnel and equipment, for certified confined space entry personnel of the owner and owner's representatives. The owner and owner's representatives will provide its personnel with personal protective devices including a full body harness. Contractor will provide these services for two owner representatives throughout all times that the contractor is working within confined spaces. Compliance shall be included in the unit price bid for the various items of the Contract.

- b) *Tapper's License.* The requirement for a City of Gahanna Sewer Tapper's License may be met by utilizing a subcontractor who holds a current, valid, City of Gahanna Sewer Tapper's License, or by showing evidence of application for same at the time of submittal of bids for this project.
- c) *Excavation Permit Required.* When excavating within the public right-of-way limits, it is necessary to obtain an excavation permit from the City of Gahanna.
- d) *Subsurface Investigations.* No subsurface investigations were completed for this project.
- e) *Water.* Water shall be potable. In lieu of using public hydrants throughout the project areas, the City of Gahanna owns and operates a fire hydrant available for use at their Service Department facility at 152 Oklahoma Avenue. This hydrant may be used by securing a hydrant permit at the Utility Billing Office and with no cost for the water used for the cleaning portion of the project.

1.6 DELIVERY, STORAGE, AND HANDLING. Delivery, storage, and handling of materials shall be in accordance with manufacturer's recommendations and all applicable codes, standards, and specifications.

1.7 SPECIAL WARRANTY. Not used.

2.1 PRODUCTS. Not applicable.

3.1 MAINTENANCE OF TRAFFIC. The Contractor shall pay all fees and provide all facilities and personnel required for the maintenance of local traffic and detouring of through traffic during construction as per Item 614 of the City of Columbus Construction and Material Specifications. The Contractor's final plans for maintenance and detouring of traffic must be submitted to the City of Gahanna, and approved prior to the start of work. The Contractor shall coordinate the work in a manner that will minimize the magnitude and duration of traffic disruption in the project area. All costs associated with the maintenance of traffic shall be included in the lump sum price bid for Item 614, "Maintaining Traffic."

All lanes for major and minor arterial roads shall remain open between the hours of 6:00am – 9:00am and 3:00pm – 6:00pm.

3.2 FLOW MAINTENANCE AND BYPASS PUMPING. The Contractor shall bypass sewage as required around the sections of the sewer that are to be reconstructed or rehabilitated. Refer to Special Specification section SS-3, Bypass Pumping, for additional requirements for performing this task

CAUTION: During storm events it is possible that some of these sewers will flow full, near full, or even surcharge. Any method of diverting flow must allow this sewer to continue to flow at its present capacity during storm events. The Contractor will be liable for any damage resulting from restriction of flows. The Contractor will also be liable for any damage to the repairs of the sewers being undertaken in this contract during storm events, i.e., re-cleaning, washed out manhole rehabilitation material, flow diversion equipment, etc. This damage will be repaired at no cost to the Owner. No additional compensation will be allowed to the Contractor due to delays by storm or flooding.

3.3 UTILITY SERVICE REPAIR OR REPLACEMENT. The Contractor shall provide all labor, materials, and equipment necessary to replace in part and/or repair any utility services disturbed during his construction activities, and make them complete and ready for use.

SECTION SS-3

BYPASS PUMPING

1.1 RELATED DOCUMENTS. General plans and general conditions of the contract apply to this section.

1.2 DESCRIPTION OF WORK. The Contractor shall provide all labor, materials and equipment necessary to bypass the sewage around:

- a) The sections of pipe that are to be repaired or lined.
- b) Manholes that require manhole base and/or channel rehabilitation.
- c) Any portion of sewer to be video recorded or inspected if needed.

1.3 SUBMITTALS. The Contractor shall provide for approval by the Engineer, a method of bypassing the sewage that will include but not be limited to:

- a) A recommended sequence of operations.
- b) Sketches or drawings showing locations of the bypass sewer and construction procedures for crossing streets, all required permit information, applications, fees, etc., to obtain access to the streets when required by the bypass method selected by the Contractor.
- c) Locations of manholes from which sewage is to be pumped, locations of receiving manholes, and new manholes.
- d) Method of handling traffic where streets are to be excavated.

The Contractor shall submit a copy of all property owner/resident notifications to the Engineer prior to notification distribution.

2.1 PRODUCTS. Not Used.

3.1 BYPASS PUMPING. Bypass pumping shall be established prior to sewer video recording and inspection, point repair work and lining if needed.

The bypass shall be made by plugging an existing upstream manhole, if necessary, and pumping the sewage into a downstream manhole or adjacent system approved by the Engineer. The pump and the temporary bypass sewer shall be of adequate capacity and size to handle the peak flow and any necessary dewatering. The bypass sewer shall be

buried where crossing private access drives or public streets and shall either have temporary pavement or be securely plated. The bypass sewer may be laid over ground in all other instances. The bypass shall be a header for all bypass and dewatering pumping. Check valves shall be placed ahead of all pumping connections.

The Contractor may suggest alternate methods of bypassing the sewage but, in any event, the method used shall be approved by the Engineer.

Under no circumstances will the dumping of raw sewage on private property, streets and roads be allowed nor will surcharge of the sewers be allowed due to insufficient pumping.

3.2 PROPERTY OWNER AND/OR REISIDENT NOTIFICATION. The Contractor shall provide a minimum of 48-hour prior written notification to all property owners and/or residents that may be affected by the diversion of flow in the sewer, explaining work that is to take place and its time frame. The notification shall include the approximate time when sewage cannot be received during sewer work as well as when the sewer will be available again for receiving sewage. All commercial establishments shall be provided with temporary sewer service. The means and methods shall be coordinated with the managers and the affected residents.

A door hanger reminder shall be placed 24 hours prior to reducing the sanitary service.

3.3 MEASUREMENT AND PAYMENT. The cost for this work shall be included in the unit price bid per hour for all bypass pumping work required on the job.

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
SS-3	Hour	Bypass Pumping

SECTION SS-4

SEWER CLEANING

1.1 RELATED DOCUMENTS. General plans and general conditions of the contract apply to this section.

1.2 DESCRIPTION OF WORK. The Contractor shall provide all labor, materials, and equipment necessary to clean the sewer and manholes as specified within or as designated by the Engineer.

1.3 QUALITY ASSURANCE.

- a) *Codes.* Perform all work in accordance with the most recent federal, state, and local codes.
- b) *Standards.* All work shall meet or exceed the requirements of the National Association of Sewer Service Companies Recommended Specifications for Sewer Collection System Rehabilitation (latest edition), except as otherwise specified herein.
- c) *Contractor's Qualifications.* The sewer cleaning Contractor shall be a firm having a minimum of 5 years continuous successful experience in sewer cleaning similar to that required for this Project.

2.1 PRODUCTS. Not Used.

3.1 COORDINATION. All sewers to be televised and/or rehabilitated shall first be cleaned by the Contractor. The Contractor shall provide typewritten notice to all abutting properties a minimum of 2 working days prior to beginning any sewer cleaning activities. The notice can be in the form of a post card, an 8-1/2 inch x 11 inch sheet of paper, or door hangers. The notice shall note the activity taking place (sewer cleaning), the date(s) the activity will be taking place, the potential effects of the activity on the property (i.e. sewer odor, bubbling of water in toilet bowl, etc.), and suggested precautions to avoid these possible effects of the sewer cleaning (i.e., close toilet bowl lid during activity, fill all sewer traps with water). The notice shall be approved by the Owner prior to distribution. The cost of providing this written notice shall be included in the unit price bid per lineal foot for the Sewer Cleaning items of the contract.

3.2 GENERAL. The sewer shall be cleaned of bricks, concrete, sand, dirt, roots, grease, and any other solid or semisolid material using hydraulic, high velocity hydraulic, mechanical sewer cleaning equipment, or physical means without damage to the existing sewer. Selection of the equipment used shall be based on the condition of the sewer at the time the work commences.

During sewer cleaning operation, precautions shall be taken to protect the sewer from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools or any tools which retard the flow of water in the sewer are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to property.

For heavy cleaning, Contractor shall submit video proof of heavy cleaning needs to the Engineer for review and approval prior to proceeding with this hourly work. Heavy cleaning shall be defined as requiring the removal of debris from a pipeline that is more than 25 percent blocked and cannot be cleaned to the satisfaction of the Engineer with three passes from cleaning equipment specified herein.

3.3 CLEANING PROCESSES.

- a) *Hydraulic.* Hydraulic cleaning equipment shall be of a movable dam type and constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the sewer being cleaned, and shall provide a flexible scraper around the outer periphery to ensure removal of foreign material.
- b) *High Velocity Hydraulic.* High velocity hydraulic sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a minimum of 600 feet of 3/4 inch inside diameter high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a minimum capacity of 30 gallons per minute (gpm) at a working pressure of 1,000 to 1,500 pounds per square inch (psi). The nozzles shall be capable of producing a scouring action from 15 degrees to 45 degrees in all size sewers. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically & driven hose reel. All controls shall be located so that the equipment can be operated above ground.
- c) *Mechanical.* Bucket machines shall be operated in pairs with sufficient power to perform the work in an efficient manner. Each machine shall be powered by a minimum 16 horsepower (hp) engine. Each machine shall be equipped with a two speed transmission and shall be able to pull at a rate of 175 feet per minute (fpm) in high speed. Machines shall be belt operated or have an overload device. Machines with direct drive will not be allowed. The power rodding machine shall be either a sectional or continuous type capable of holding a minimum of 1,000 feet of rod. The machine shall have a positive rod drive and produce a minimum 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve.

3.4 ROOT REMOVAL/CHEMICAL TREATMENT. All roots shall be removed from the interior of the sewer by following processes:

- a) *Mechanical.* Root removal may include the use of mechanical devices, such as rodding machines, expanding root cutters and porcupines, and hydraulic cleaning equipment.
- b) *Chemical.* Chemical treatment to remove roots may be used. The application of an approved label herbicide to the roots shall be done in accordance with the manufacturer's recommendations in such a manner to prevent any damage to the sewer and surrounding vegetation. Any damaged sewer or vegetation shall be replaced. Chemical herbicides used shall have no adverse effects on the materials used for sewer rehabilitation, nor shall they interfere with bonding of rehabilitation materials to the sewer wall. All precautions, as recommended by the manufacturer, shall be adhered to concerning handling and application of the herbicide.

3.5 MATERIAL REMOVAL AND DISPOSAL. All material resulting from the cleaning operation shall be removed at the downstream manhole of the sewer section being cleaned. Passing material from sewer section to sewer section will not be permitted. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of in a manner and at a site acceptable to the Owner. All materials shall become the property of the Contractor and removed from the site at the end of each workday. The Contractor will not be allowed to accumulate material on the site of work.

Waste Material cleaned from the sewer may be disposed of by hauling to a registered sewage disposal such as the Franklin County Landfill. This refers only to material removed from the sewer during the cleaning process and does not include excavated material removed such as pipe to be removed and replaced.

3.6 MEASUREMENT AND PAYMENT. The cost of cleaning shall be included in the unit price bid per lineal foot for the Sewer Cleaning items of the Contract.

The cost of heavy cleaning, as approved by the Engineer, shall be paid for on an hourly basis.

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
SS-4	LF	8" Sewer Cleaning
SS-4	LF	10" Sewer Cleaning
SS-4	LF	12" Sewer Cleaning
SS-4	LF	15" Sewer Cleaning
SS-4	LF	24" Sewer Cleaning
SS-4	LF	27" Sewer Cleaning
SS-4	HR	Heavy Sewer Cleaning (as directed)
SS-4	HR	Root Removal (as directed)

SECTION SS-5

SEWER VIDEO RECORDING AND INSPECTION

1.1 RELATED DOCUMENTS. General plans and general conditions of the contract apply to this section.

1.2 DESCRIPTION OF WORK. The Contractor shall provide all labor, materials, and equipment necessary to video record and inspect the sewer in accordance with the plans and as specified within, or as designated by the Engineer. This shall include service laterals as directed by the Engineer or as required in the field. Video recording and inspection shall be performed before and after sewer lining where sewer lining is required. Video recording performed prior to sewer lining shall be reviewed and approved by the Engineer before lining work begins. Video recording work performed after sewer lining and manhole rehabilitation must be reviewed and approved by the Engineer prior to acceptance which occurs upon project completion. The video recording shall be performed in the same direction for both inspections.

The work shall also include all labor, materials, and equipment necessary to perform top-side manhole inspections of all manholes as indicated on the plans in the project area. A manhole inspection form in Manhole Assessment Certification Program (MACP) format is included in these specifications and is the standard form for use in data gathering in the field.

1.3 QUALITY ASSURANCE.

- a) *Standards.* All work shall meet or exceed the requirements of the National Association of Sewer Service Companies (NASSCO) Recommended Specifications for Sewer Collection System Rehabilitation (latest edition), except as otherwise specified herein.
- b) *Contractor's Qualifications.* The sewer inspection Contractor shall be a firm having a minimum of 3 years continuous successful experience in the inspection of sewers similar to that required for this project.

1.4 SUBMITTALS.

- a) *Logs.* Written logs shall be kept by the Contractor showing the location, in relation to adjacent manholes of: each infiltration point, laterals, services, joints, voids, unusual conditions, roots, deposits, scale, corrosion, changes of pipe (material, size, shape, slope), and other discernible features.

Written logs shall also be kept by the Contractor of each manhole inspection performed on the standard manhole inspection form. All logs will be put into a final report. Two copies of the final report shall be submitted to the Engineer.

- b) *DVDs.* The Contractor shall furnish the Owner with two DVD recordings of all internal inspections. All DVDs shall be identified by CIP number, location, date of inspection, and project name in a manner acceptable to the Engineer. Audio-video media shall be original, previously unrecorded premium grade, color DVD. All media recordings shall have a continuous on-screen display indicating sewer section identification and distance from the entering manhole. All DVDs shall have on screen display identifying laterals and any pipe defects which shall be coordinated with the written logs. The DVDs shall be organized so that line sections are in order from upstream to downstream unless approved by the Engineer. Digital recordings, television logs, digital photos and the database shall be compatible with the NASSCO PACP exchange database.
- c) *Consolidated Final DVD.* The Contractor shall consolidate the pre and post DVDs into a continuous downstream sequence. DVDs shall begin and end at manholes if more than one DVD is required for the project. The written logs shall also be assembled into pre and post lining documents corresponding to the consolidated DVDs.
- d) *Data.* Data to be submitted shall include, but not be limited to, 1) NASSCO PACP exchange database file, 2) .JPEG files (still photos), 3) MPG-1 files (video) for each pipe segment, and 4) .PDF and .JPEG files for each manhole inspection performed.
- e) *Final Report.* A final detailed report needs compiled that lists the following items:
 - i. Problematic lines – The report shall indicate the severity of the problematic lines and prioritize repairs. Problem lines include: Cracks in lines, Offset joints, Large roots, Water Infiltration and Collapses.
 - ii. Pipe material – The report should also include identification of the pipe material and indicate whether the sewer has been lined or the manholes have been sealed.

1.5 JOB CONDITIONS. The Contractor performing video recording and inspection will be required to coordinate his work with other trades.

2.1 PRODUCTS. Not Used.

2.2 MATERIALS. Not Used.

2.3 EQUIPMENT. The television camera shall be specifically designed and constructed for sewer inspection with a capacity for radial viewing (360°) to allow proper inspection of service lateral connections. The radial view camera must be solid state color and have remote control of the rotational lens. The camera shall be capable of viewing the complete circumference of the pipe. Cameras incorporating mirrors for viewing sides or using exposed rotating heads are not acceptable. The camera lens shall be an auto-iris type with remote controlled manual override. The camera light head shall include a high-intensity side viewing lighting system to allow illumination of internal sections of lateral sewer connections. Lighting for the camera shall illuminate the entire periphery of the sewer for a distance of 15 feet ahead of the camera. The camera shall have a minimum resolution of 600 lines and shall be operable in 100% humidity conditions. Picture quality and definition shall be to the satisfaction of the Engineer. Communications shall be provided for controlling the winches, pumping unit, and monitor control.

Inspection software to be used shall be Peninsular Technologies Pipe Tech Scan, CUES Granite XP Software or approved equal. Data shall be provided to the Engineer in a Pipe Tech Scan format or approved equal. Data shall include video indexing for all observation.

3.1 TELEVISION INSPECTION.

- a) *General.* Video recording shall be performed first after sewer cleaning.

The entire sewer to be rehabilitated shall be televised for a visual and audio record of the sewer.

The entire sewer perimeter shall be visible during sewer video recording and inspection.

Limited flow shall be permitted in the pipe being inspected as long as 80% of the pipe circumference is visible. It is not anticipated to be necessary for the Contractor to bypass pump the entire job. Bypass pumping may be required if, in the opinion of the Engineer, it is necessary to expose pipe damage in the lower 20% of the pipe perimeter.

- b) *Televising.* The inspection will be done one sewer section or service lateral at a time and the section being inspected will be isolated from the remainder of the sewer system.

The camera shall be moved through the sewer with the direction of flow at a uniform slow rate. In no case will the video camera record while moving at a speed greater than 30 feet per minute. In the event that access to some manholes is restricted permission may be granted to TV inspect against the flow. In all cases the pre-TV and final TV DVDs must be performed in the same direction.

Measurement for location of laterals, defects, and other features shall be at the ground level by means of a metering device. The importance of accurate distance measurements is emphasized. Marking on the cable or the like which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a kevlar tape. A measuring target or sealing packer in front of the television camera shall be used as the measurement reference point, and the meter reading shall show the location of the measurement reference point.

When sewer conditions prevent forward movement of the camera, the Contractor shall withdraw the camera and televise the line from the opposite direction.

Contractor shall take 3 to 5 digital images of each defect and at least one (1) digital image of each service connection (regardless of whether the lateral is televised) to clearly depict them. Digital images shall be in .jpeg format. Contractor shall also take 3 to 5 digital images of the interior and exterior of each manhole being inspected.

3.2 PHYSICAL MANHOLE INSPECTION AND ELECTRONIC DOCUMENTATION INSPECTION. The Contractor shall conduct a physical manhole inspection of sanitary sewer manholes located upstream and downstream of the sanitary sewer segments cleaned and internal CCTV inspected.

The Contractor shall utilize specialty computer software developed for the recording of manhole inspection data fields that conform to NASSCO standards. The software has the ability to export seamlessly to NASSCO standard data format and import data from the standard database. Data exported from one certified software is identical to software from another.

The Contractor shall complete a 4-page manhole inspection report that includes: asset information, GPS information, inspection information, sketch, cover/frame/chimney/ cone/wall/beach and channel information. The report shall include a section on pipe connects and deficiencies. The report's 4th page shall consist of a minimum of 3 digital photographs of the manhole lid surface, manhole full depth interior, and the manhole bottom/pipe connections/flow channels. Each photograph shall be dated and given a JPG file number.

The Contractor shall provide 1 color copy set in a 3-ring binder. In addition, the Contractor shall provide 1 CDs.

The Contractor shall submit a sample completed manhole inspection report for approval.

GPS locate or Field Survey: The contractor shall provide GPS coordinates of the center of the manhole being inspected. The type of device being used to provide these coordinates shall be preapproved by the City. In lieu of providing coordinates via an accurate handheld device, the Contractor may field locate all manholes using surveying

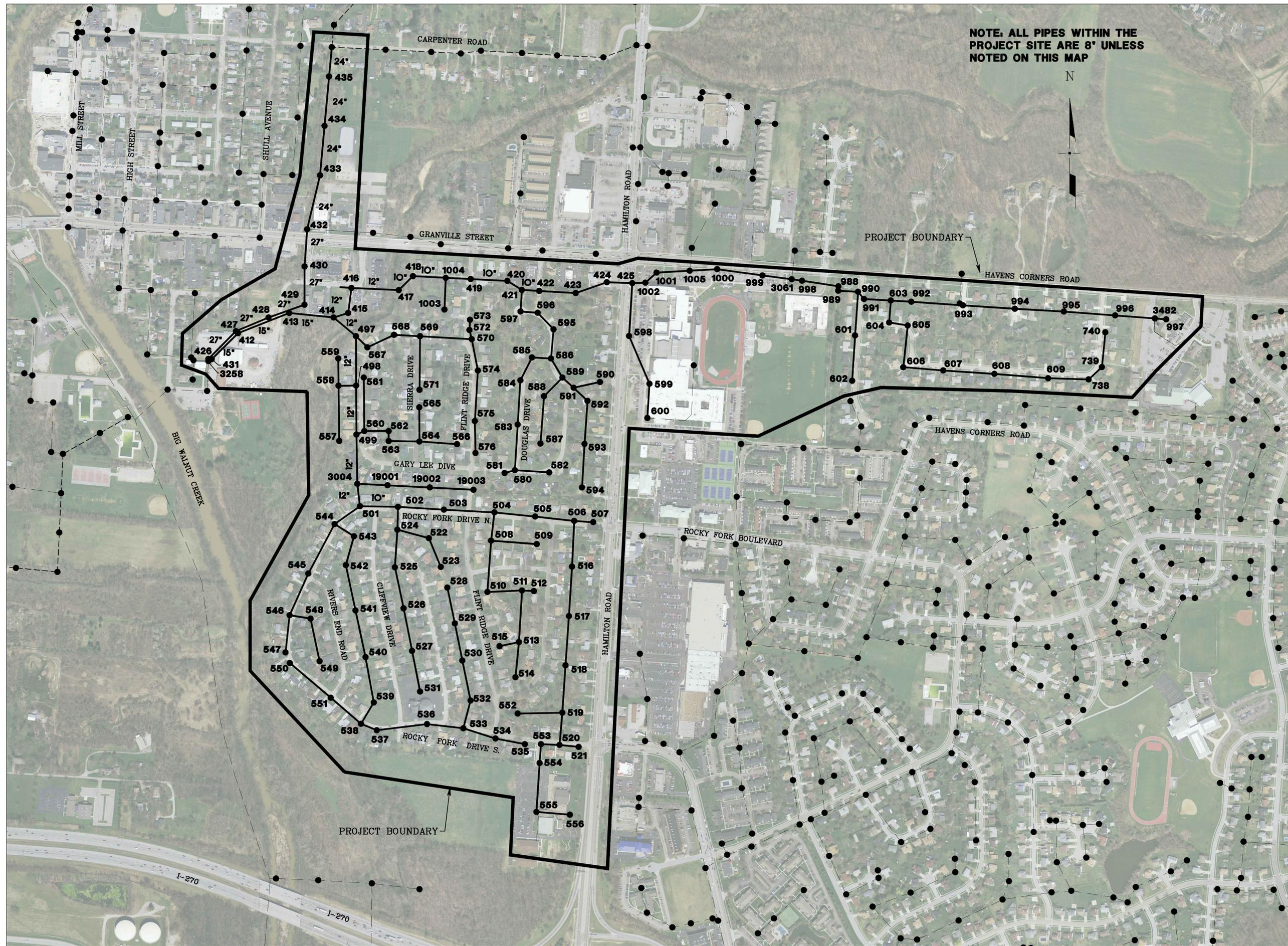
techniques to provide state plane coordinates. All surveys shall be completed under the field supervision of a registered professional surveyor. Either method shall provide data equal to or better than sub-foot accuracy.

3.3 MEASUREMENT AND PAYMENT. The cost of the TV work shall be included in the unit price bid per lineal foot for sewer Video Recording and Inspection items of the Contract.

The cost of manhole inspection and documentation shall be included in the unit price bid per each for manhole inspection items of the contract.

<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
SS-5	LF	8" Video Recording and Inspection
SS-5	LF	10" Video Recording and Inspection
SS-5	LF	12" Video Recording and Inspection
SS-5	LF	15" Video Recording and Inspection
SS-5	LF	24" Video Recording and Inspection
SS-5	LF	27" Video Recording and Inspection
SS-5	Each	Manhole Inspection including GPS Locate

PLOT INFO: ANDREW_MARTIN L:\PROJECTS\14576834\WATER\2013CCTV\CCTV_INSPEC02_9-13.DWG 09/12/13 10:27AM LTS: 1 PSLTS: 1



NOTE: ALL PIPES WITHIN THE PROJECT SITE ARE 8' UNLESS NOTED ON THIS MAP

ISSUED FOR BIDDING _____ DATE _____ BY _____

ADDENDUM REVISIONS		
ADDENDUM NO	ADDENDUM DATE	BY

ISSUED FOR CONSTRUCTION _____ DATE _____ BY _____

REVISIONS			
NO.	DESCRIPTION	DATE	BY

RECORD DRAWINGS _____ DATE _____ BY _____

DESIGNED AM _____ DATE 09/11/13
 CHECKED JK _____ JOB NO 14576834
 SCALE 1" = 300'

SANITARY SEWER INSPECTION MAP

**CITY OF GAHANNA, OHIO
 CMOM PROGRAM
 2013**

URS Corporation



MANHOLE INSPECTION FORM

Surveyor's name (1)	Certificate number (1a)	System Owner (2)	Survey Customer (3)
Drainage Area (4)	Sheet No. (5)	P.O. No. (6)	Date (CCYY/MM/DD) (8)
Time (9)	Location (No. & Name) (10)	Locality/City Name (10a)	Further Location Details (11)
Manhole Number (12)	Outgoing Rim to Invert (13)	Outgoing Grade to Invert (14)	Rim to Grade (15)
User of Sewer (20)	Year Laid (31)	Year Rehabilitated (32)	Tape/Media Number (33)
Purpose (34)	Sewer Category (35)	Pre-Cleaning (36)	Date Cleaned (CCYY/MM/DD) (36a)
Weather (37)	Location Code (38)	Additional Information (39)	Manhole Surface Type (40)
Potential for Runoff (41)	Access Point Type (42)	Northing (43)	Easting (44)
Elevation (45)	Coordinate System (46)	Accuracy of GPS (47)	Inspection Status (48)
Evidence of Surcharge (49)	Image Reference (50)	Video Name (51)	

SKETCH



MANHOLE COMPONENT OBSERVATIONS

Cover Shape	Cover Size	Cover Material	Cover Type	Vent Hole Diameter	# Vent Holes
<input style="width: 100%; height: 30px;" type="text"/>					
Cover Bearing Surface Diameter	Cover/Frame Fit	Cover Condition	Cover Insert Type	Cover Insert Condition	
<input style="width: 100%; height: 30px;" type="text"/>					
MH Adjustment Ring Type	MH Adjustment Ring Condition	MH Adjustment Ring Height			
<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>			
Frame Material	Frame Bearing Surface Width	Frame Bearing Surface Depth	Frame Clear Opening Diameter		
<input style="width: 100%; height: 30px;" type="text"/>					
Frame Condition	Frame Seal Condition	Frame Offset Distance	Frame Seal Inflow	Frame Depth	Chimney Material 1
<input style="width: 100%; height: 30px;" type="text"/>					
Chimney Material 2	Int. Chim. Coating/Liner	Ext. Chim. Coating/Liner	Chimney I/I	Chimney Clear Opening	Chimney Depth
<input style="width: 100%; height: 30px;" type="text"/>					
Cone Type	Cone Material	Int. Cone Coating/Liner	Ext. Cone Coating/Liner	Cone Depth	Wall Diameter (length/width)
<input style="width: 100%; height: 30px;" type="text"/>					
Wall Material	Int. Wall Coating/Liner	Ext. Wall Coating/Liner	Wall Depth	Bench Present?	Bench Coating/Liner
<input style="width: 100%; height: 30px;" type="text"/>					
Bench Material	Channel Installed	Channel Material	Channel Type	Channel Exposure	# Steps
<input style="width: 100%; height: 30px;" type="text"/>					
Step Material					
<input style="width: 100%; height: 30px;" type="text"/>					

PIPE CONNECTION FIELDS

Pipe Number	Pipe Clock Position	Rim to Invert	Pipe Direction	Pipe Material	Pipe Shape	Pipe Diameter	Pipe Width	Pipe Seal Condition	Pipe Special Condition	Connects to Access Point ID

Appendix B

Prevailing Wage

Prevailing Wage Contract

CCTV AND SANITARY SEWER CLEANING PROJECT

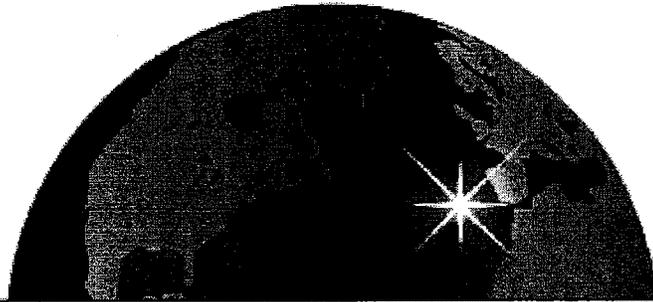
Yes () No (x)

If yes, current prevailing wages are included as part of this appendix.
(Current wage rates are located on an enclosed CD-ROM – please request a hard copy from city if needed.)

Appendix C

Bid Documents

STATEMENT OF QUALIFICATIONS FOR CCTV and Sanitary Sewer Cleaning



UNITED RESOURCE

Industrial • Commercial • Municipal

"Green-Minded Environmental Excellence"



Environmental & Industrial Services

Committed to Protecting and Preserving the Environment



INDEX

STATEMENT OF QUALIFICATIONS

ATTACHMENTS:-

A- "DESCRIPTION OF COMPLETED PROJECTS AND REFERENCES"

B- "EQUIPMENT LIST"

C- "CONTACT INFORMATION" AND "RESUMES"

D- "LIQUID INDUSTRIAL WASTE TRANSPORTER LICENSE"

E- "INSURANCE"

F- "CERTIFICATES AND PERFORMANCE EVALUATIONS"



United Resource, LLC

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STATEMENT OF QUALIFICATIONS

PROJECT: CCTV AND SANITARY SEWER CLEANING PROJECT

CONTRACTOR'S ADDRESS: **UNITED RESOURCE, LLC**
32940 Capitol St
Livonia, MI 48150
Ph: (734) 338-7730
Fax: (734) 338-7735
david@unitedresourcellc.com

CONTRACT OWNER: **THE DIRECTOR OF PUBLIC SERVICE OF GAHANNA**
200 S. Hamilton Road
Gahanna, OH 43230

MISSION STATEMENT

United Resource, LLC is proud to offer CCTV and Sanitary Sewer Cleaning services for the City of Gahanna. United Resource's mission is to provide safe and timely completion of this project.

PURPOSE

This document outlines the Statement of Qualifications of United Resource, LLC including lists and actions required to conduct CCTV and cleaning of sanitary sewers in the City of Gahanna and enable establishing and maintaining the project schedule, as well as providing important descriptions.

COMPANY PROFILE

United Resource, LLC is a service-oriented company that provides a variety of professional environmental services to industrial and municipal clients. United Resource has developed a broad experience base for providing clients with most efficient and cost effective methods of approaching a project. United Resource employs highly trained, professional, experienced staff to provide safe, on-time services which includes:

- Vacuum Truck Services
- Sewer Cleaning and Televising
- Storm Water Management
- Slurry Management
- Inspections and Consulting
- Property Maintenance

United Resource has a fleet of professionally maintained, state-of-the-art, multitasking vacuum/hydroexcavator trucks and CCTV trucks to provide various services which includes:

- Catch Basin Cleaning
- Pipe Line Cleaning
- Pipe Line Jetting
- Pipe Line Inspection
- Service Line Inspection
- Emergency Services
- Root Cutting

SCOPE

United Resource, LLC shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the services as described in the Contract Document and Specifications. All work will be performed in accordance with the regulations governing federal and state agency. **United Resource is a proud member of National Association of Sewer Service Company (NASSCO).** United Resource firmly believes that communication, safety and extensive training of employees are important for successful completion of the projects. United Resource has shown excellent performance in completing the projects of similar size, scope and purpose, in a timely manner, and within budget. Examples of past performance are included in **"Attachment A- Description of Completed Projects and References"**

EQUIPMENT LIST

The equipment to be utilized for this project will be inspected and maintained, by United Resource, on a regular basis to ensure the safe and timely completion of this project. Additionally, all equipment shall meet or exceed all requirements defined in the contract and also meet federal, state and local safety requirements. Itemized list of equipment available for use on the project is included in **"Attachment B-Equipment List"**

CONTACT INFORMATION

United Resource shall provide a variety of trained, experienced and highly skilled personnel to safely complete the work on this contract. The primary staff for this project will include: Project Manager, Manager of Reporting, Field Supervisor, Operators and Field Technicians. The support staff will include: Safety, Operations, Dispatch, Fleet Maintenance and Accounting. A detailed list and resumes of personnel, including 24 hour contact information is included in **"Attachment C- Contact Information and Resumes"**.

SAFETY PROGRAM

Safety requirements shall be in accordance with the City of Columbus Construction and Material Specifications and the Occupational Safety and Health Act (OSHA) of 1970, U.S. Department of Labor.

While executing the project, on various types of roads, in the City of Gahanna, the safety of employees and public is of utmost importance.

- United Resource has a Corporate Health and Safety Policy addressing Worker Safety in the Performance and Operation of Equipment, Exposure to the Elements, Worker Protective Clothing and Site Condition Awareness. Given the nature of work, additional safety concerns will be addressed which occurs due to various types of traffic patterns.
- United Resource will comply with all federal, State, Municipal and Local laws and by-laws and regulations applicable to work under this contract including OSHA and MIOSHA
- All employees working on the project will be trained to use proper Highway Safety Procedures.
- Employees will be required to wear ATTSA approved reflective garments and other protective gear while working on various types of roads in the City of Gahanna.
- All United Resource employees are Confined Space Trained and each crew will be equipped with confined space equipment and air monitors. United Resource will follow OSHA requirements for "confined space entry," Title 29 of the Code of Federal Regulations, Part 1910.146 while performing work Inside any manhole, sewer, or other permit required confined space.
- United Resource is a proud member of NASSCO and MITA and attends various seminars and conferences, each year. In conjunction with Standard MITA Safety Practices, periodic "Tool Box Talks" will be held to identify, communicate and prepare for the various hazards that exist while working on a wide variety of highways and traffic conditions.
- No work shall be performed during hazardous weather conditions or when heavy traffic patterns might be encountered.
- All equipment is inspected and maintained to meet federal, state and local safety standards and equipped with necessary illumination.

United Resource will perform all work on this project in a safe and efficient manner to minimize the risk to employees, City of Gahanna, and the public.

TRAFFIC CONTROL PLAN

Traffic Control shall be in accordance with the requirements of the as per Item 614 of the City of Columbus Construction and Material Specifications. United Resource's final plans for maintenance and detouring of traffic will be submitted to the City of Gahanna prior to the start of work for approval.

United Resource will furnish and place all necessary warnings, barricades and directional devices to maintain a safe flow of traffic and protection for pedestrian traffic. Additionally, no work shall be performed during hazardous weather or heavy traffic patterns.

WORK PROCESS

- Once the City of Gahanna has approved the Progress Schedule and all parties have been notified, United Resource Project Manager will meet with Operations, Dispatch, Fleet Maintenance and Accounting to provide a detailed description of the requirements and scheduling of this project.
- United Resource Project Manager will communicate the same to all Field Personnel and address Safety Issues, Hours of Operation, Lodging, Fuel and other Operational Issues.
- United Resource will now mobilize crews. Traffic control will be put into place and Sewer Cleaning, Root Removal/Chemical Treatment, By-Pass Pumping, Sewer Video Recording and Inspection, Heavy Cleaning will be carried out as per Contract Documents and Specifications

REPORTING

During the cleaning operation, United Resource shall inspect and clean each Sewer/manhole and prepare a "**Sewer Inspection Report**". The reports shall comply with National Association of Sewer Service Companies Pipeline Assessment and Certification Program (**NASSCO PACP**) requirements. The final detailed reports will be submitted to the Engineer as specified in the specifications of the contract which includes two copies of bound report containing spreadsheets of all the necessary information of television inspection and a computer flash drive.

DISPOSAL PLAN

All materials will be removed from the site at the end of each workday. All solids or semisolids resulting from the cleaning operations will be removed and properly disposed of by hauling to a registered sewage disposal facility.

United Resource will provide written documentation to the City of Gahanna for all debris removed; Shipping Papers, Weight Tickets and/or Manifests. All disposal requirements for this project shall be in compliance with current DEQ rules and regulations for solid waste and/or liquid industrial waste.

LIQUID WASTE HAULER LICENSE

A copy of United Resource's Liquid Industrial Waste Transporter License is included in "**Attachment D-Liquid Industrial Waste Transporter License.**"

INSURANCE

A copy of United Resource's Insurance is included in "**Attachment E- Insurance.**"

ADDITIONAL DOCUMENTS

United Resource's CCTV and Sewer Cleaning related Certificates and performance evaluations from past projects are included in "**Attachment F- Certificates and Performance Evaluations.**"

ATTACHMENT A

**“DESCRIPTION OF COMPLETED
PROJECTS AND REFERENCES”**



United Resource, LLC

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LIST OF RECENT PROJECTS AND REFERENCES

PROJECT: CCTV and Sanitary Sewer Cleaning, City of Gahanna

United Resource, LLC is pleased to furnish the list of recent projects to the City of Gahanna for the above referenced project.

PROJECT	DESCRIPTION	OWNERS	CONTACT	DOLLAR VALUE
RFP # 07112200074 Catch Basin Cleanout- Bay Region- MDOT	Cleaning and Maintenance of Storm Sewer Catch Basins and Pipe, yearly. (2012-2014)	Department of Technology Management and Budget Procurement	Mike Metiva MDOT Bay Region/Highway Operations/maintenance (989) 754-0784 3502 E. Washington Saginaw, MI 48601	\$267,772.00 (2012) \$273,292.00 (2013)
RFP # 07112200086 Catch Basin Cleanout- Metro Region- Oakland County MDOT	Cleaning and Televising of various size storm sewer.	Department of Technology Management and Budget Procurement	Ahmad Azmoudeh MDOT Oakland TSC (248) 451-2465 800 Vanguard Pontiac, MI 48341	\$251,242.70 (2012) \$261,900.40 (2013)
RFP-RH-12-013 Cleaning Services for Manufactured treatment Devices City of Rochester Hills	Cleaning Services for 11 Manufactured Treatment Devices, 2000+ Catch Basins and Storm Sewer Pipe	Jean A. Farris City of Rochester Hills 1000 Rochester Hills Drive Rochester Hills, MI 48309	Tim Pollizzi City of Rochester Hills (248) 841-2501	\$50,000.00
JN 117603A MDOT I-75 MDOT Scoping Project- Storm Sewer Videotaping	Cleaning and Videotaping of 12"- 60" Sewer.	Nicholas Schroeder (517) 977-7523	Nicholas Schroeder (517) 977-7523	\$45,000.00
JN 115478A MDOT I-75 MDOT Scoping Project- Storm Sewer Videotaping	Cleaning and Videotaping of 12"- 42" Sewer.	Rick Cheloti (517) 272-9835	Rick Cheloti (517) 272-9835	\$79,000.00
Contract 13-12 Catch Basin Cleaning Services Kent County Road Commission	Cleaning and Maintenance of 4000 Catch Basins yearly.	Mary K. Wiegerink Assistant Director of Finance-Purchasing Jerry Byrne Director of Maintenance 1500 Scribner Avenue NW Grand Rapids, MI. 49504	Jerry Bryne (616) 437-6956	\$236,000.00

ATTACHMENT B
"EQUIPMENT LIST"



United Resource, LLC

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EQUIPMENT LIST

PROJECT: CCTV and Sanitary Sewer Cleaning, City of Gahanna

United Resource, LLC is pleased to furnish the itemized list of equipment available for use on the above referenced project to the City of Gahanna.

EQUIPMENT	DESCRIPTION	MANUFACTURER	MODEL	Owned /Leased
2005 VACTOR	2005 VACTOR catch basin cleaner, having positive displacement (PD) blower and 15 cubic yard debris hopper capacity	VACTOR	2115-CB-824-RCS-18	Owned
2007 VACTOR	VACTOR, combination sewer vacuum and high pressure jet rodder having positive displacement (PD) blower and 15 cubic yard debris hopper capacity mounted on a 2007 Sterling LT8513 chassis	VACTOR	2115-824-RCS-18	Owned
2012 VACTOR	VACTOR, combination sewer vacuum and high pressure jet rodder having positive displacement (PD) blower and 15 cubic yard debris hopper capacity mounted on a 2012 kenworth chassis	VACTOR	2115 Plus	Owned
2013 IBAK TV Unit	Orion Pan and Tilt Camera with 3X Digital Zoom, T76 Steerable Large Camera tractor, KW305 Cable reel-1,000 FT mounted on a 2013 Ford E450	IBAK	ORION-T76 Pipelogix PACP, MACP, LACP	Owned
2008 IBAK TV Unit	ORPHEUS Pan and Tilt Camera with 4X Digital Zoom, KRA 75 Large Camera Tractor, KW305 Cable Reel-1,000 FT mounted on a 2008 Dodge 3500 Cargo Van High Top	IBAK	ORPHEUS_KRA 75 Flexidata PACP, MACP, LACP	Leased
2012 PICK-UP	Support Vehicle	Ford	F350	Owned
2011 PICK-UP	Support Vehicle	Ford	F350	Owned
2008 DUMP	Support Vehicle	Ford	F350	Owned
1999 International TMA	Truck Mounted Attenuator	Umad		Leased
2009 WANCO Arrow Board	LED Lighted Arrowboard-Traffic Control Device	WANCO	Trailer	Owned
1995 US Cargo Trailer	Transports various hoses and confined space equipment	US Cargo	Trailer	Owned
Koshin- Ponstar Pump	Used for De-watering and pumping	Koshin	Pump	Owned
Tri-Pod	Used for Confined Space Entry	MESC	Wench	Owned
Air Monitor	Monitor air quality and detects gas	GIG	6450	Owned
6" Hydraulic Pump	Used for De-watering and pumping	Thompson	Diesel	Leased
Inflatable Sewer Plugs	Used to plug sewer pipe	Logiball	8"-48"	Owned
Honda Generator	Used for De-watering and pumping	Honda	WT 30X	Owned
Trimble GPS	Handheld GPS	Trimble	GeoXT	Owned

ATTACHMENT C
"CONTACT INFORMATION"
AND
"RESUMES"



United Resource, LLC

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CONTACT INFORMATION

PROJECT: CCTV and Sanitary Sewer Cleaning, City of Gahanna

United Resource, LLC is pleased to furnish the contact information for the above referenced project to the City of Gahanna.

NAME	TITLE	CELL	OFFICE	FAX	EMAIL
David Guth	President, Senior Project Manager	(313) 449-9497	(734) 338-7730	(732) 338-7735	david@unitedresourcellc.com
David Henegar	Project Manager	(734) 286-1972	(734) 338-7730	(732) 338-7735	daveh@unitedresourcellc.com
Cheryl Guth	Accounting		(734) 338-7730	(732) 338-7735	cheryl@unitedresourcellc.com
Prathibha Nooji	Reporting		(734) 338-7731	(732) 338-7736	pnooji@unitedresourcellc.com

Mailing Address:

United Resource, LLC
32940
Capitol
Livonia, MI 48150



Training & Professional Development

- ◆ OSHA 40-hour
- ◆ Lock-out / Tag-out – OSHA
- ◆ Confined Space Entry
- ◆ Confined Space Rescue
- ◆ CPR—First Aid
- ◆ Highway Traffic Control
- ◆ CDL Class B with Hazmat
- ◆ STRIVE™ Team Improvement Systems – ProfitLink
- ◆ Design and Quality Assurance for Sewer Rehabilitation by the Cured-in-Place Process – ASTM
- ◆ Construction Project Management – PRIMAVERA
- ◆ Pipeline Assessment and Certification Program – NASSCO
- ◆ Safe Operating Practices Program – AVANTI
- ◆ Certified Asbestos Supervisor – State of Michigan
- ◆ Certified Lead Supervisor – State of Michigan
- ◆ Certified Traffic Control Supervisor – ATSSA
- ◆ Certified Stormwater Operator
- ◆ Certified SESC Inspector

Professional Affiliations

- ◆ Honorary Member, Project Management Institute
- ◆ Honorary Member, American Society of Civil Engineers
- ◆ Member, MITA
- ◆ Member, MML
- ◆ Member, APWA
- ◆ Member NASSCO
- ◆ Member, SIMA
- ◆ Member, Gulf Coast Safety Council

David L. Guth

President

Mr. Guth is an entrepreneurial executive with more than 22 years of experience managing sales, marketing, operations and personnel at the local, regional, and corporate level for both start-up and established environmental and industrial service companies. As an expert in strategic planning, proactive project management, decisive leadership, dynamic client relations, and targeted national marketing and business development, specializing in defining and achieving company objectives....Mr. Guth has successfully managed multi-million dollar projects across the nation. Some of these projects include:

- ◆ MDOT—I-96
Sewer cleaning & televising of 12" to 60" diameter for Angelo lafrate for reconstruction and investigative purposes.
- ◆ MDOT—I-75
Sewer cleaning and televising for John Carlo, Inc. for reconstruction and investigative purposes.
- ◆ MDOT—I-94
Storm sewer cleaning & televising for Dan's Excavating for reconstruction and investigative purposes.
- ◆ City of Ferndale
Cleaning & televising of 137,000 LF of 8" to 36" sanitary sewer pipe.
- ◆ FEMA-Hurricane Katrina
Served as point-of-contact on a 24/7 basis to coordinate all operations and procedures contributing to the national disaster relief efforts...including, but not limited to the cleaning and televising of over 1 million feet of storm and sewer pipe, multiple wastewater treatment plants, and various transportation and rehabilitation services.



Training

- ◆ OSHA 40-hour
- ◆ Confined Space Entry
- ◆ Confined space Rescue
- ◆ CPR-First Aid Responder
- ◆ Highway Traffic Control
- ◆ CDL(B) with Tanker License
- ◆ Certified Storm Water Management Operator for Construction / Industrial Site

Additional Schooling

Henry Ford C.C

Wayne County C.C

While on Active Duty :

University of Maryland

Central Texas

Dave Henegar

Superintendent—Sewer Cleaning and Televising

Mr. Henegar has 13 years of experience supervising field crews and cleaning sewer lines/televising and cleaning catch basins. The projects he has been involved with include:

Catch Basin Cleaning and Televising Services

- ◆ **Kent County Road Commission (2013)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.
- ◆ **City of Rochester Hills (2013)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.
- ◆ **MDOT—Oakland and Bay Region (2007-2013)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.
- ◆ **MDOT—I-75**
Storm sewer and catch basin cleaning and televising for John Carlo, Inc. for reconstruction and investigative purposes.
- ◆ **MDOT—I-94**
Storm sewer and catch basin cleaning and televising for Dan's Excavating for reconstruction and investigative purposes.

Hurricane Katrina Relief (FEMA)

- ◆ **St. Bernard Parish:** Over see the dewatering and sludge removal of Waste Water Treatment Plants. Maintaining sanitary sewer levels through out entire parish and coordinating and scheduling 18 vac-trucks 24hrs a day
- ◆ **Jefferson Parish:** Over see the cleaning and televising of sanitary and storm sewer lines including storm catch basins.
- ◆ **City of Mandeville:** Clean and televise storm sewer and culverts
Ditch rehabilitation clean and properly grade ditches

Slurry Management

- ◆ Numerous MDOT projects with : Ajax, Iafrate, Safety Grooving, John Carlo and Walter Toebe on I-75, I-696/94, M-6, U.S 24, I-94, U.S 10, M-69, M-59.
- ◆ Sample and test for proper Ph levels.
- ◆ Neutralize slurry to ensure the material is a non-hazardous material for disposal.
- ◆ Follow proper environmental plan for land application of slurry.



Training

- ◆ OSHA 40-hour
- ◆ Confined Space Entry
- ◆ Confined space Rescue
- ◆ CPR-First Aid Responder
- ◆ Highway Traffic Control
- ◆ Lock-Out/Tag-Out
- ◆ Nassco Certified
- ◆ PACP/LACP/MACP

Joeseph Solomon

Superintendent—Sewer Cleaning and Televising

Mr. Solomon has 10 years of experience in Televising, Cleaning and Sewer Lining from 8"-60" pipe size. Some of his responsibilities include over seeing lining projects to ensure the safe a proper cleaning and televising standards are kept. He is highly skilled as a NASSCO Certified User. The projects he has been involved with include:

Sewer Televising and Lining

- ◆ **City of East Point (2013)**
Sanitary sewer cleaning and televising pipe size 8"-24"
Post Lining televising 40,000 LF
- ◆ **City of Grosse Point Woods (2012-2013)**
Combined sewer cleaning and televising pipe size 8"-48"
By pass pumping 10,000 LF
Post Lining televising 50,000 LF
Reinstated 9,500 lateral connections
- ◆ **City of West Bloomfield (2011-2012)**
Cleaned and televised large diameter pipe throughout city
- ◆ **City of Lanthrup Village (2008-2010)**
Cleaned and televised small and large Diameter pipe from 8"-24"
Reinstated 13,000 lateral services post lining
- ◆ **City of Detroit (2003-2008)**
Sewer Cleaned and televised various pipe sizes from 8'-60"
By pass pumping throughout entire project
Post lining televised thousands of miles of sewer systems



Training

- ◆ OSHA 40-hour
- ◆ Confined Space Entry
- ◆ Highway Traffic Control
- ◆ CDL(A) with Tanker License (12 years)
- ◆ Emergency Response Qualified

Joel Snow

Crew Leader/ Operator– Sewer Cleaning and Televising

Mr. Snow has 7 years of experience operating Jetter/ Vacs. The projects he has been involved with include:

- ◆ **I-75 MDOT Scoping Project- Storm Sewer Videotaping (2013)**
Cleaning and televising of 12"-60" sewer.
- ◆ **Kent County Road Commission (2013)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.
- ◆ **City of Rochester Hills (2013)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.
- ◆ **MDOT Oakland and Bay Region (2009-2013)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.

Hurricane Katrina Relief (FEMA)

- ◆ **St. Bernard Parish:** Operated vacuum trucks in the dewatering and sludge removal of Waste Water Treatment Plants. Maintaining sanitary sewer levels through out entire parish
- ◆ **Jefferson Parish:** Cleaning and televising of sanitary and storm sewer lines including storm catch basins.
- ◆ **City of Cameron (L.A):** Cleaned and televised culverts and sewer lines ranging in size from 8" to 48".
- ◆ **Lafayette (L.A):** Cleaned, televised and dewatered abandoned sewer system ranging in size from 18" to 72".

Environmental Response Team

Responsibilities/ Qualifications include:

- ◆ Boom deployment for oil spills.
- ◆ Highway transportation accidents clean-up
- ◆ Spill containment and level (A) PPE qualified



Training

- ◆ OSHA 40-hour
- ◆ Confined Space Entry
- ◆ Confined space Rescue
- ◆ CPR-First Aid Responder
- ◆ Highway Traffic Control
- ◆ CDL(B) with Tanker License

Sean Pippins

Operator—Sewer Cleaning and Televising

Mr. Pippins has 6 years of experience supervising field crews and cleaning and televising storm/sanitary sewer lines and catch basins. The projects he has been involved with include:

- ◆ **I-75 MDOT Scoping Project- Storm Sewer Videotaping (2013)**
Cleaning and televising of 12"-60" sewer.
- ◆ **Kent County Road Commission (2013)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.
- ◆ **City of Rochester Hills (2013)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.
- ◆ **MDOT—Oakland (2013)**
Catch Basin Inspection, televising and cleaning along with performing highway safety and GPS requirements.
- ◆ **Lanzo Lining (2008-2013) Crew Leader/Operator/Tool man.**
Vac Truck, Tanker, Water Blaster, XPS, Sweeper Trucks, Boilers



Training

- ◆ OSHA 40-hour
- ◆ Confined Space Entry
- ◆ Confined space Rescue

Mark Walczyk

Field Technician

Mr. Walczyk has 5 years of experience in cleaning and televising sewer lines and catch basins. The projects he has been involved with include:

- ◆ **I-75 MDOT Scoping Project- Storm Sewer Videotaping (2013)**
Cleaning and televising of 12"-60" sewer.
- ◆ **Kent County Road Commission (2013)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.
- ◆ **City of Rochester Hills (2013)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.
- ◆ **MDOT—Oakland and Bay Region (2012-2013)**
Catch Basin Inspection, televising and cleaning along with performing highway safety and GPS requirements.
- ◆ **City of Pontiac (2012)**
Catch Basin Inspection and cleaning along with performing highway safety and GPS requirements.
- ◆ **GM TECH Center**
Hydro excavating to safely expose electrical power lines
- ◆ **Trimble GPS Pathfinder**
Data entry operator.
- ◆ **City of Dearborn (2011– 2012)**
Snow and ice removal service at all city public buildings
- ◆ **City of Warren (2011-2012)**
Snow and ice removal service at all city public buildings



Training

- ◆ OSHA 40-hour
- ◆ Certified Storm Water Management Operator for Construction Site
- ◆ Certified Soil Erosion and Sedimentation Control Inspector

Education

- ◆ **Master of Science**
Civil Engineering
Wayne State University
Michigan, USA.
- ◆ **Bachelor of Engineering**
Environmental Engineering
Visveshwaraiyah Technological
University, Belgaum
INDIA

Memberships

- ◆ Engineering Society of Detroit
- ◆ American Public Works Association
- ◆ Michigan Infrastructure and Transportation Association

Prathibha Nooji **Environmental Engineer**

Mrs. Nooji a Masters graduate in Civil-Environmental Engineering has 7 years of experience in environmental consulting and research. She has been involved in project coordination, project estimation, authoring technical reports

Graduated both Masters and Bachelors degree with excellent GPA and Honors.

Worked in India for two years as Environmental Engineer Intern in an environmental consulting company.

Performed engineering modeling using HEC-RAS, AQTESOLV, MODFLOW, Random Walk Contaminant Transport Model, Flowmaster, WaterCAD/GEMS, SewerCAD, StormCAD

Assisted in performing Environmental Site Assessments, Environmental Impact Assessments and TMDL analysis.

The projects she has been involved with include:

- ◆ **Catch Basin Cleaning (2011-2013)**
MDOT—Oakland and Bay Region, Kent County Road Commission and City of Rochester Hills
Worked on preparing work plans, project scheduling and GPS reporting from Trimble handheld using **GPS Path finder**.
- ◆ **I-75 MDOT Scoping Project- Storm Sewer Videotaping (2013)**
- ◆ **Soil Erosion and Sedimentation Control (2011/2013)**
Worked on preparing Storm Water Pollution Prevention Plans (SWPPP) for various portable concrete plants and conducted inspections

ATTACHMENT D

**“LIQUID INDUSTRIAL WASTE
TRANSPORTER LICENSE”**



**Uniform Program
for Liquid Industrial Waste
Transportation Credentials**

DAVID GUTH
UNITED RESOURCE LLC, MIK143710474
15500 PENN DR
LIVONIA, MI 48154-1045

EPA Transporter Identification Number: MIK143710474

USDOT Motor Carrier Identification Number: 02196524

Intrastate Motor Carrier Identification Number:

Telephone Number in case of accident or emergency: (313) 449-9497

Michigan LIW Uniform Program Identification Number: LIW02196524

Certified by: *Jeanette M. Noechel*

Registration Issued: 3/22/2013

Registration Expiration: 3/22/2014

Issuing Agency: **Department of Environmental Quality**

Agency Telephone Number: (586)-753-3850 or (586)-753-3846

Michigan Department of Environmental Quality



**Uniform Program
for Liquid Industrial Waste
Transportation Credentials**

DAVID GUTH
UNITED RESOURCE LLC
15500 PENN DR
LIVONIA, MI 48154-1045

EPA Transporter Identification Number: MIK143710474

USDOT Motor Carrier Identification Number: 02196524

Intrastate Motor Carrier Identification Number:

Telephone Number in case of accident or emergency: (313) 449-9497

Michigan LIW Uniform Program Identification Number: LIW02196524

Certified by: *Jeanette M. Noechel*

Registration Issued: 3/22/2014

Registration Expiration: 3/22/2015

Issuing Agency: **Department of Environmental Quality**

Agency Telephone Number: (586)-753-3850 or (586)-753-3846

ATTACHMENT E

"INSURANCE"



CERTIFICATE OF LIABILITY INSURANCE

UNITE-2 OP ID: PB

DATE (MM/DD/YYYY)
01/29/2014

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 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 METRO AGENCY, Inc. 32646 Five Mile Road Livonia, MI 48154 Patrick B. Moore	CONTACT NAME: Patrick B. Moore PHONE (A/C No, Ext): 734-522-3900 FAX (A/C, No): 734-421-1777 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED United Resource, LLC United Resource Group, LLC 15500 Penn Dr Livonia, MI 48154	INSURER A: Homeowners Insurance Co. NAIC # 26638	
	INSURER B: Auto Owners Insurance Co. 18988	
	INSURER C: Westchester Surplus Lines	
	INSURER D:	
	INSURER E:	

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"/> GENERAL LIABILITY		04027222	11/14/2013	11/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		04027222	11/14/2013	11/14/2014	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Empl Benefit Liab					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	<input type="checkbox"/> AUTOMOBILE LIABILITY		4900656100	11/14/2013	11/14/2014	Empl Bene \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		4900656101	11/14/2013	11/14/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per accident) \$
DED RETENTION \$						
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		04027218	11/14/2013	11/14/2014	PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
C	<input type="checkbox"/> Environmental Impairment Liab		G24346997	12/10/2013	12/10/2014	E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
Each Cond 5,000,000						
Aggregate 5,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 This certificate is for illustration purposes only.

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE1 SAMPLE CERTIFICATE	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 Patrick B. Moore

ATTACHMENT F
“CERTIFICATES AND PERFORMANCE
EVALUATIONS”

2014
CERTIFICATE OF MEMBERSHIP

THIS CERTIFICATE IS PRESENTED TO

UNITED RESOURCE, LLC

This document hereby certifies that through DECEMBER 31, 2014, the company above is a member in good standing of NASSCO, Inc., the National Association of Sewer Service Companies.

As a member of NASSCO, you have made a commitment to work with others to set the industry standards for the rehabilitation of underground utilities, and to assure the continued acceptance and growth of trenchless technologies.



Theodore DeBoda
Signature Theodore DeBoda, PE, Executive Director Date 11/16/13

Wayne County Human Relations Certifications



This certifies that
United Resource, LLC
15500 Penn Drive
Livonia, MI 48154

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County's procurement process utilizing the Equalization Credits for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution



01/31/2015
(Expires On)

Victoria Edwards
Victoria I. Edwards, Director

M/WBE Registered
N/A

Robert A. Ficarno
Robert A. Ficarno, County Executive



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

March 29, 2013

United Resource, LLC
15500 Penn Dr
Livonia MI 48154-1045

07323

(734)462-6170

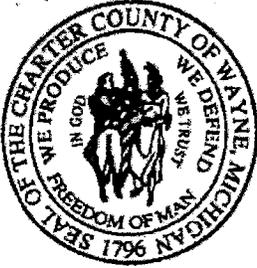
Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of \$ 1,749,000.00, covering the classifications in the amounts stated below. This prequalification rating is effective until April 30, 2014.

- 200 N94A - Sewer Cleaning
- 200 N94B - Sewer Inspection

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department, may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Jill D. Mullins
Manager
Construction Contracts Section
Contract Services Division



Robert A. Ficano
County Executive

Letter of Transmittal

TO: United Resource, LLC
15500 Penn Drive
Livonia, MI 48154

RE: Merriman Road (Cherry Hill – Ford)
STU82457-118998A
W.O.# 46930

DATE: November 6, 2013

SUBJECT: CONTRACTOR PERFORMANCE EVALUATION

<u>COPIES</u>	<u>DESCRIPTION</u>
01	<p>A copy of your Contractor Performance Evaluation is being submitted to you on this date.</p> <p>As per MDOT's BOH IM 2002-03-Revised, "within 21 days of the date of receipt of a performance evaluation, a contractor may make a written request to meet with project management staff to review an evaluation. If a meeting is not requested within the 21 day period, the original evaluation becomes final and will not be subject to later contest or appeal."</p> <p>If you have any questions, please contact Jesus Plasencia, P.E. at (734) 595-6504, ext 2067.</p>

Sincerely,

Heather Sypula
Department Manager

c: JRP
Final Folder - Orig. Eval.
Project File Computer

G:\WorkGroups\Office\Correspondence\Transmittals\ContractorEvalContractor.doc

DEPARTMENT OF PUBLIC SERVICES • FIELD ENGINEERING OFFICE
33809 MICHIGAN AVENUE, WAYNE, MICHIGAN 48184 • (734) 595-6504 • FAX (734) 595-8627



Michigan Department of Transportation

Contractor's Performance Evaluation

*QED
11/6/2013*

11/4/2013 9:00 AM

FieldManager 4.9a

Contract: 82475-118998, Hot mix asphalt cold milling and resurfacing, concrete

Report Period 6/3/2013 - 11/4/2013		CPE Number 9	Contractor United Resource, LLC	
CPE Date 11/4/2013	Report Type Final		Contractor Type Subcontractor	Subcontract Amount \$2,482.80
Form Version 082307	Route 46930	District 07896	Business Enterprise Type	
Location Merriman Road from Cherry Hill Road to Ford Road (M-153)			Work Type Resurfacing	
Evaluator RT, Robert Truskolaski	Current Contract Amount \$1,234,900.00		Managing Office Wayne County FEO, 33809 Michigan Ave., Wayne MI 48184	
Entered By RT, Robert Truskolaski			Revised By	Revision Date Rev. No.
County(s) Wayne County				
Project(s) 118998A, Hot mix asphalt cold milling and resurfacing, concrete				
Comments				

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
1. To what degree are Contractor's project management personnel available and given the authority to execute the directions of the Engineer?	8	
2. To what degree are the Contractor's management personnel competent and effective in scheduling the work and organizing construction operations, including being punctual in starting and completing the work on the project and meeting critical intermediate phases in accordance with the contract?	9	



Contractor's Performance Evaluation

Michigan Department of Transportation

11/4/2013 9:00 AM

FieldManager 4.9a

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
3. To what degree does the Contractor furnish required documentation and reports in a timely manner? This includes, but is not limited to, certification of materials, delivery tickets, invoices, progress schedule, shop drawings, material sampling, requests for extensions of time, contractor staking and Contractor Quality Assurance/Quality Control (QA/QC) plans and documentation.	8	
4. To what degree does the Contractor comply with the direction of the Engineer and follow the project authority as detailed in Division 1 of the Standard Specifications for Construction?	8	
5. To what degree does the Contractor comply timely with all appropriate wage rates, labor, EEO, and D.B.E. laws and regulations, submit accurate certified payrolls and promptly pay all subcontractors?	9	
B. Resources		
6. To what degree does the Contractor have adequate and sufficient equipment to keep the project on schedule? Does the equipment meet the requirements of the specifications and efficiently provide a quality product?	9	
7. To what degree does the Contractor have competent and sufficient personnel to keep the project on schedule?	9	
C. Work Performance		
8. To what degree does the Contractor have good safety practices? Does the Contractor follow their own safety program?	9	
9. To what degree did the Contractor comply with contract requirements for maintaining traffic?	9	
10. If applicable, to what degree does the Contractor meet the contract requirements for Contractor Quality Control (CQC)?	N/A	
11. To what degree does the Contractor provide a quality product?	9	
12. To what degree does the Contractor properly notify and coordinate work with utility companies, railroads, property owners, local unit of government, and Contractors working on adjacent projects?	9	

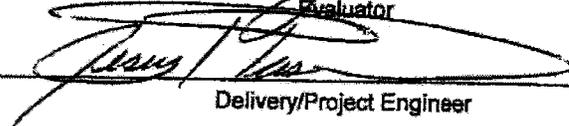


Contractor's Performance Evaluation

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
C. Work Performance		
13. To what degree does the Contractor submit the necessary documentation to permit timely closeout and finaling of project?	9	
14. To what degree does the Contractor meet the environmental requirements of the contract?	9	
D. Subcontractor Management		
15. To what degree does the Contractor coordinate work with Subcontractor's work, exercise authority over Subcontractors, provide notice of Subcontractor's work schedule and ensure that Subcontractors are in compliance with contract requirements?	N/A	



 Evaluator


 Delivery/Project Engineer

 TSC Manager: Gorette Yung

11-4-2013

 (Date)
 11/07/13

 (Date)

 (Date)



Contractor's Performance Evaluation

Michigan Department of Transportation

11/21/2013 9:00 AM

FieldManager 4.9a

Contract: 25032-109867, Concrete ramp reconstruction with geometric upgrades and

Report Period 3/28/2013 - 11/21/2013		CPE Number 15	Contractor United Resource, LLC	
CPE Date 11/21/2013	Report Type Final		Contractor Type Subcontractor	Subcontract Amount
Form Version 082307	Route I-75	District 04015	Business Enterprise Type	
Location I-75 Ramp to I-69 Eastbound			Work Type	
Evaluator PJB, Patrick J Brower		Current Contract Amount \$1,068,356.45	Managing Office Davison TSC	
Entered By DJ, Darryl Jackson			Revised By	Revision Date Rev. No.
County(s) Genesee County				
Project(s) 109867A, Concrete ramp reconstruction with geometric upgrades and				
Comments				

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
1. To what degree are Contractor's project management personnel available and given the authority to execute the directions of the Engineer?	8	
2. To what degree are the Contractor's management personnel competent and effective in scheduling the work and organizing construction operations, including being punctual in starting and completing the work on the project and meeting critical intermediate phases in accordance with the contract?	8	
3. To what degree does the Contractor furnish required documentation and reports in a timely manner? This includes, but is not limited to, certification of materials, delivery tickets, invoices, progress schedule, shop drawings, material sampling, requests for extensions of time, contractor staking and Contractor Quality Assurance/Quality Control (QA/QC) plans and documentation.	8	



Contractor's Performance Evaluation

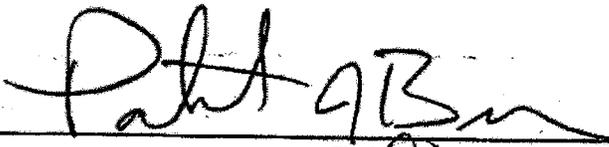
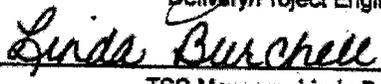
Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
A. Organization and Management		
4. To what degree does the Contractor comply with the direction of the Engineer and follow the project authority as detailed in Division 1 of the Standard Specifications for Construction?	8	
5. To what degree does the Contractor comply timely with all appropriate wage rates, labor, EEO, and D.B.E. laws and regulations, submit accurate certified payrolls and promptly pay all subcontractors?	8	
B. Resources		
6. To what degree does the Contractor have adequate and sufficient equipment to keep the project on schedule? Does the equipment meet the requirements of the specifications and efficiently provide a quality product?	8	
7. To what degree does the Contractor have competent and sufficient personnel to keep the project on schedule?	8	
C. Work Performance		
8. To what degree does the Contractor have good safety practices? Does the Contractor follow their own safety program?	8	
9. To what degree did the Contractor comply with contract requirements for maintaining traffic?	N/A	
10. If applicable, to what degree does the Contractor meet the contract requirements for Contractor Quality Control (CQC)?	N/A	
11. To what degree does the Contractor provide a quality product?	8	
12. To what degree does the Contractor properly notify and coordinate work with utility companies, railroads, property owners, local unit of government, and Contractors working on adjacent projects?	N/A	
13. To what degree does the Contractor submit the necessary documentation to permit timely closeout and finaling of project?	8	
14. To what degree does the Contractor meet the environmental requirements of the contract?	N/A	



Contractor's Performance Evaluation

Appraisal of the contractor's (subcontractor's) performance.

	Rating	Rating Remarks
D. Subcontractor Management		
15. To what degree does the Contractor coordinate work with Subcontractor's work, exercise authority over Subcontractors, provide notice of Subcontractor's work schedule and ensure that Subcontractors are in compliance with contract requirements?	N/A	
		12/19/13
Evaluator		(Date)
		1-4-14
Delivery/Project Engineer		(Date)
		1-4-14
TSC Manager: Linda Burchell		(Date)

SUBCONTRACTORS LIST

CCTV AND SANITARY SEWER CLEANING PROJECT

The attention of bidders is directed, particularly to Section 0.42, page 34, of the General Provisions relative, respectively, to the requirements to sub-letting of assigning all or any portion of the work under this Contract.

The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by sub-contractors in this contract.

If no sub-contractors are to be used, so state.

No sub-contractors

If needed, please attach additional documents to this sheet.

AFFIDAVIT

To be filed in and executed if the contractor is a corporation

STATE OF _____

COUNTY OF _____; ss:

_____ being duly sworn, deposes and says that he/she is Secretary of

_____ a corporation organized and existing under and by virtue of the laws of the state of Ohio and having its principal office at:

_____ Address/City/State/Zip

AFFIANT further says he/she is familiar with records, minutes, books, and by-laws of the said corporation and is duly authorized to sign the Contract for the construction of:

CCTV AND SANITARY SEWER CLEANING PROJECT

for said corporation by virtue of: _____ (state whether a provision of by-laws or resolution by board. If resolution give date of adoption).

Signature

Sworn to before me and subscribed in my presence this _____ day of _____, 2014.

Notary Public

My Commission Expires:

Seal:

**AFFIDAVIT
ORC 5719.042**

STATE OF MICHIGAN

COUNTY OF WAYNE; ss:

The affiant being first duly sworn states that he or she is the

PRESIDENT UNITED RESOURCE

Title and Name of Company

and that he/she or UNITED RESOURCE was
Name of Company

Not charged at the time the bid for:

CCTV AND SANITARY SEWER CLEANING PROJECT

was submitted, with any delinquent personal property taxes on the general tax list of personal property of Franklin County, Ohio; or

Charged at the time the bid for:

CCTV AND SANITARY SEWER CLEANING PROJECT

was submitted, with delinquent property taxes on the general tax list of personal property of Franklin County, Ohio, and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

FURTHER AFFIANT sayeth naught:

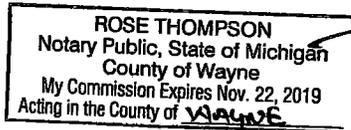
COMPANY

UNITED RESOURCE

AFFIANT AND TITLE

[Signature] - President

Sworn to before me and subscribed in my presence this 4th day of MARCH, 2014.



[Signature]
Notary Public

My Commission Expires: 11-22-2019

Seal:

NONCOLLUSION AFFIDAVIT

STATE OF MICHIGAN

COUNTY OF WAYNE; ss:

Bid Identification:

CCTV AND SANITARY SEWER CLEANING PROJECT

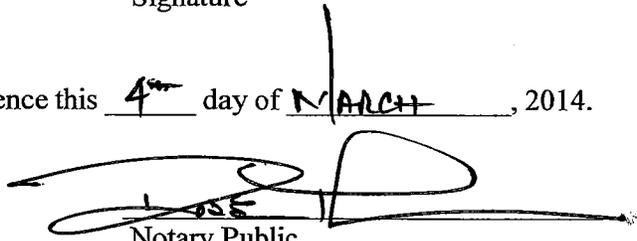
CONTRACTOR UNITED RESOURCE, being first duly sworn, deposes and says that he is PRESIDENT sole owner, a partner, president, secretary, etc.) of UNITED RESOURCE the party making the foregoing BID; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, of to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:



Signature

Sworn to before me and subscribed in my presence this 4th day of MARCH, 2014.



Notary Public

ROSE THOMPSON
Notary Public, State of Michigan
County of Wayne
My Commission Expires Nov. 22, 2019
Acting in the County of WAYNE

My Commission Expires: 11-22-2019

Seal:

ESCROW WAIVER

CCTV AND SANITARY SEWER CLEANING PROJECT

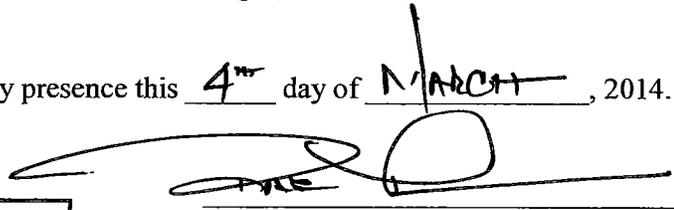
In accordance with a certain Contract between the City of Gahanna Ohio, and contractor UNITED RESOURCE, it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established as is required pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on retainage.

Signed:



Signature

Sworn to before me and subscribed in my presence this 4th day of MARCH, 2014.



Notary Public

ROSE THOMPSON
Notary Public, State of Michigan
County of Wayne
My Commission Expires Nov. 22, 2019
Acting in the County of WAYNE

My Commission Expires: 11-22-2019

Seal:

**BID GUARANTY AND CONTRACT BOND
(ORC Section 153.57(1))**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Name and Address of Contractor)

as Principal, and _____,
as Surety, are hereby held and firmly bound unto the City of Gahanna, Ohio, hereinafter called
the Obligee, in the penal sum of the dollar amount of the bid to undertake the project known as:

CCTV AND SANITARY SEWER CLEANING PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee,
incorporating any additive or deductive alternate proposals made by the Principal on the date
referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal
sum exceed the amount of _____ dollars
(\$ _____).

If the above line is left blank, the penal sum will be the full amount of the Principal's bid,
including alternates. Alternatively, if completed, the amount stated must not be less than the full
amount of the bid, including alternates, in dollars and cents. A percentage amount is not
acceptable. For the payment of the penal sum well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named
Principal has submitted a bid on the above referred to project:

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to
enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of
material; and in the event the Principal pays to the Obligee the difference not to exceed ten
percent of the penalty hereof between the amount specified in the bid and such larger amount for
which the Obligee may in good faith contract with the next lowest bidder to perform the work
covered by the bid; or in the event the Obligee does not award the contract to the next lowest
bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not
to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs,
in connection with the resubmission, of printing and mailing notices to prospective bidders,
whichever is less, than this obligation shall be void, otherwise to remain in full force and effect.
If the Obligee accepts the bid of the principal and the Principal within ten days after the
awarding of the contract enters into a proper contract in accordance with the bid, plans, details,
specifications, and bills of materials, which said contract is made a part of this bond the same as
though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2014.

PRINCIPAL: _____

BY: _____

TITLE: _____

BY: _____

Attorney-in-fact

SURETY COMPANY ADDRESS:

SURETY AGENT'S ADDRESS

Company Name

Agency Name

Street

Street

City/State/Zip

City/State/Zip

(ORC Section 9.32 requires awarding authority give written notice of award to Surety and Agent.)

CITY OF GAHANNA

**** attach documents here ****

CCTV AND SANITARY SEWER CLEANING PROJECT

PLEASE ATTACH THE FOLLOWING TO THIS SHEET:

1. Bid Bond Paperwork
2. Power of Attorney
3. Surety Financial Statement
4. Certificate of Compliance for Ohio (if surety company is not in Ohio)

BID GUARANTY AND CONTRACT BOND

66175666

SECTION 153.571 OHIO REVISED CODE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned UNITED RESOURCE LLC 15500 PENN DR LIVONIA, 48154-1045

(Name and Address)

as Principal and Auto-Owners (Mutual) Insurance Company as Surety, are hereby held and firmly bound unto COUNTY OF FRANKLIN 200 S HAMILTON RD, GAHANNA 43230-2919

hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on 03/07/2014 to undertake the project known as: CCTV AND SANITARY SEWER CLEANING PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate bids made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of eighty four thousand eight hundred thirty five and xx/100 dollars \$84,835.00.

(If the foregoing blank is not filled in, the penal sum will be the amount of the Principal's bid, including alternates. Alternately, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

Signed this 3rd day of March, 2014. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that where the above named Principal has submitted a bid for CCTV AND SANITARY SEWER CLEANING PROJECT

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect; if the Oblige accepts the bid of the Principal and the Principal within ten days after the warding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

Now also, if the said UNITED RESOURCE LLC shall well and faithfully perform the things agreed by UNITED RESOURCE LLC to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on this bond.

PRINCIPAL:

United Resource, LLC
UNITED RESOURCE LLC

By: [Signature]

Title: President

SURETY:

Auto-Owners (Mutual) Insurance Company

By: [Signature]
Attorney-in-Fact Jim House



SURETY COMPANY ADDRESS:

P.O. Box 30660
Street

LANSING MI 48909
City State Zip

SURETY AGENT'S ADDRESS:

METRO AGENCY INC
Agency Name

32646 FIVE MILE ROAD
Street

LIVONIA MI 48154-3044
City State Zip

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS (MUTUAL) INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66175666

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Jim House

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 2nd day of January, 2014 before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st 2020

Amanda Lamp

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 3rd day of March, 2014



William F. Woodbury, Senior Vice President, Secretary and General Counsel



Bond Number 66175666

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 3rd day of March, 2014, before me personally appeared Jim House, known to me to be the Attorney-in-Fact of Auto-Owners (Mutual) Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



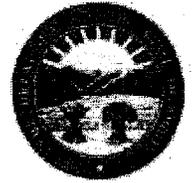
Amanda Lamp
Notary Public in the State of Michigan
County of Eaton

AMANDA LAMP
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires Jan. 1, 2020

Office of Financial
Regulation Services
50 West Town Street
Third Floor- Suite 300
Columbus, Ohio 43215
(614) 644-2658
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued	03/25/13
Effective	04/02/13
Expires	04/01/14

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

AUTO-OWNERS INSURANCE COMPANY

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability Other

Commercial Auto - No Fault

Commercial Auto - Phys. Damage

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Other Liability

Private Passenger Auto - No Fault

Private Passenger Auto-Liability Other

Private Passenger-Phys Damage

Surety

AUTO-OWNERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2012 that it has admitted assets in the amount of \$10,308,075,652, liabilities in the amount of \$3,717,107,597, and surplus of at least \$6,590,968,055.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor

Lt. Governor/Director



PROPOSAL

CCTV AND SANITARY SEWER CLEANING PROJECT

TO: Director of Public Service
City of Gahanna, Ohio

After careful examination of the specifications, form of contract and the site of the proposed work, the undersigned hereby proposes and agrees if this proposal be accepted, to enter into a contract using the form of contract provided for, to furnish all equipment, labor, materials and construction to complete the said work in accordance with the terms and conditions specified and to furnish a satisfactory bond in the amount of one hundred percent (100%) of the total amount of the contract, conditioned as and in form prescribed by law as a guarantee for the faithful performance of the contract for the following prices as described and contained herein.

The bidder shall fill in all unit prices shown in the proposal and make necessary extensions and add all totals. The unit prices shown, together with quantities shown shall determine the total amount of the bid. If there is an error made, unit prices shown shall govern. The City reserves the right to waive any irregularities of the bidding process, and to make any mathematical corrections as required.

NOTE: No bidder may withdraw their bid for a period of 60 days after the date of the bid opening. The City of Gahanna, Ohio, reserves the right to reject any and all bids, including any bids, which in the opinion of the Director of Public Service, show evidence of unbalanced prices, and also to waive technical defects as the interest of the City may require.

If the foregoing proposal shall be accepted by the City of Gahanna, State of Ohio, and the undersigned shall fail within a period of ten (10) days from the notice of acceptance to execute a satisfactory contract or furnish a satisfactory bond as stated in the notice to bidders hereto attached, then the City may, at its option, determine that the undersigned had abandoned the contract and thereupon this proposal shall be null and void and the bond or certified check accompanying this proposal shall be forfeited to and become the property of the City, otherwise the bond or certified check accompanying this proposal shall be returned to the undersigned on demand. (The appropriate blanks pertaining to the certified check or proposal bond shall be properly filled in by the bidder)

Attached hereto is a certified check on _____ Bank of Ohio, for the sum of \$ _____ according to the terms of the notice to bidders.

Attached hereto is the bid guaranty/contract bond executed by David Gath for the sum of \$ 84,835.00 according to the terms of the notice to bidders.

The names and residences of all persons and parties interested in the foregoing bid as principals are:

David Gath - President
Name

15500 Penn Drive Livonia, MI 48154
Address

Name

Address

Name

Address


Signature of Bidder

32940 Capitol St. Livonia MI 48150
Business Address

Signed this 41 day of March, 2014.

Bid Tab

Name of Project: CCTV and Sanitary Sewer Cleaning Project

Contractor: UNITED RESOURCE LLC

Address: 32940 CAPITOL

LIVONIA MI 48150

Bid Opening: March 7, 2014

Phone Number: (734)338-7730

Bid Items						
Bid Item	Spec Item	Description	Unit	Qty	Unit Price (Material and Labor)	Bid Price
1	624	Mobilization	LS	1	1000.00	\$ 1000.00
2	614	Maintenance of Traffic	LS	1	1000.00	\$ 1000.00
3	SS-3	By-Pass Pumping (as authorized)	HR	10	100.00	\$ 1000.00
4	SS-4	8" Sewer Cleaning	LF	29230	.90	\$26307.00
5	SS-4	10" Sewer Cleaning	LF	1220	.94	\$ 1146.80
6	SS-4	12" Sewer Cleaning	LF	1880	.94	\$ 1767.20
7	SS-4	15" Sewer Cleaning	LF	920	.94	\$ 864.80
8	SS-4	24" Sewer Cleaning	LF	1200	1.76	\$ 2112.00
9	SS-4	27" Sewer Cleaning	LF	1230	2.48	\$ 3050.40
10	SS-4	Heavy Sewer Cleaning (as directed)	HR	45	185.00	\$ 8325.00
11	SS-4	Root Removal (as directed)	HR	20	212.00	\$ 4240.00
12	SS-5	8" Sewer Video Recording and Inspection	LF	29230	.84	\$24553.20
13	SS-5	10" Sewer Video Recording and Inspection	LF	1220	.84	\$ 1024.80
14	SS-5	12" Sewer Video Recording and Inspection	LF	1880	.84	\$ 1579.20
15	SS-5	15" Sewer Video Recording and Inspection	LF	920	.84	\$ 772.80
16	SS-5	24" Sewer Video Recording and Inspection	LF	1200	.84	\$ 1008.00
17	SS-5	27" Sewer Video Recording and Inspection	LF	1230	.84	\$ 1033.20
18	Spec	Manhole Inspection including GPS locate	Each	162	25.00	\$ 4050.00

TOTAL: \$84,834.40 -

Appendix D

Contract

CONTRACT

CCTV AND SANITARY SEWER CLEANING PROJECT

This Contract made this 25 day of MAY, 2014, by and between the City of Gahanna, Ohio, Party of the First Part, and:

UNITED RESOURCE
(Party of the Second Part)

WITNESSETH:

ARTICLE 1. Said Party of the Second Part hereby agrees to furnish at its own cost and expense all equipment, labor, materials, and construction for the improvement as listed in the legal notices according to the advertisement, specifications, proposal, bid guaranty and contract bond, and contract, therefore which are on file in the Department of Public Service of the municipal building of the City of Gahanna, Ohio, and which are each by reference made a part of this contract and attached hereto. All of the material and labor shall be furnished according to the plans and specifications and to the satisfaction of the city engineer and to the acceptance of the City of Gahanna, Ohio and at the prices set forth in the accompanying proposal which is made a part of this contract.

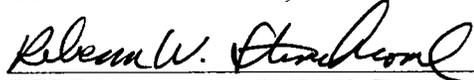
The Party of the First Part, in consideration of the full and faithful performance of all singular things herein, agrees that it will pay to said Party of the Second Part the prices and sums hereinabove written, payments to be made by said City upon estimates allowed by the Engineer of the said city as the work progresses.

IN TESTIMONY WHEREOF, the said parties hereunto set their hands the day and year first above written.

ATTEST:



CITY OF GAHANNA, OHIO


REBECCA W. STINCHCOMB
Mayor

(Contractor must indicate whether Corporation, Partnership, Company or Individual. THE PERSON SIGNING SHALL IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, OWN NAME, AND TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT).

UNITED RESOURCE
Party of the Second Part


Signature

David Guth
Printed Name

President
Title

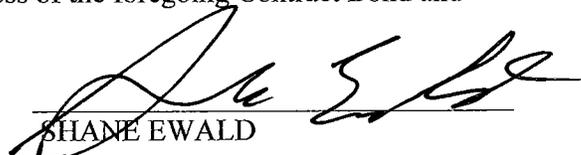
32940 Capitol Street
Address

Livonia, MI 48150
City/State/Zip

I, Jennifer Teal, hereby certify that funds for this Contract are available and/or in the process of collection.


~~JENNIFER TEAL~~ Joann Bury
Deputy Director of Finance

I, Shane Ewald, hereby approve the form and correctness of the foregoing Contract Bond and Contract.


SHANE EWALD
City Attorney