

County of Franklin State of Ohio

State of Onio

And
Specifications
For
2017 CCTV AND SANITARY SEWER CLEANING PROJECT

Proposal Submitted By:
Street Address:
City, State, Zip:
Геlephone # :
Bid Opening Date: February 24, 2017 @ 11:00a.m.

Dottie Franey
Director of Public Service

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2017 CCTV AND SANITARY SEWER CLEANING PROJECT

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^{*}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 bids will be received by the City of Gahanna in the office of the Public Service Director, 200 South Hamilton Road, Gahanna, OH 43230 until 11:00am (local time) on **February 24**, **2017** and publicly opened and read thereafter for:

2017 CCTV AND SANITARY SEWER CLEANING PROJECT

Engineer's Estimate: \$160,459.50

The work for which proposals are invited consists of cleaning and video recording approximately 68,794 feet of sanitary sewer pipe varying in size from 8 to 24 inches and inspection of 269 manholes. The work shall commence no sooner than April 17, 2017 and be completed by September 1, 2017.

Copies of the contract documents are available for review in the office of the Public Service Director, City Hall, 200 South Hamilton Road, Gahanna, Ohio 43230 without charge. Copies may be purchased for \$25, which is non-refundable.

All bids must be accompanied by a bid guaranty payable to the City of Gahanna. The preferred type is a bond for the full amount of the bid, including all add alternates, as prescribed by Section 153.571 of the Ohio Revised Code. This method must use the Bid Guaranty and Contract Bond form included in the bid documents and must be issued by a surety company or corporation licensed in the state of Ohio.

Other acceptable types of bid guaranty include a certified check, cashier's check or irrevocable letter of credit equal to ten percent (10%) of the bid, including all add alternates. If the bid is accepted using this method, a satisfactory Performance and Payment Bond must be furnished equal to one hundred percent (100%) of the bid within ten (10) days after notice of award.

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

No bidder may withdraw their bid for a period of sixty (60) days after the date of the bid opening. The City will award the contract to the bidder submitting the lowest and best bid. The City reserves the right to reject any and all bids including those which in the opinion of the Public Service Director show evidence of unbalanced prices. The City also reserves the right to waive technical defects as the interest of the City may require.

Dottie Franey, Public Service Director Advertise: February 9, 2017 and February 16, 2017

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 he 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.
- (1) *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 deputize 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 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 by 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 of 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 subsurface 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 or 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 of 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 by entitled to receive all further pavements 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 an 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 by 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 by 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 of 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 maintained 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. Allowable 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 by 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.

BYPASS PUMPING/FLOW CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. General. Drawings and general provisions of the Contract apply to this section.

1.02 DESCRIPTION OF WORK

A. The Contractor shall provide all labor, materials and equipment necessary to reduce/control or eliminate flows via bypass pumping, chases, fluming or other appropriate methods through a segment or segments of pipe, or structure designated for inspection and/or rehabilitation. The Contractor shall be solely responsible for controlling and maintaining all sewage flows within the system while conducting work. Plugging of any sewer line shall not be permitted without bypass pumping.

1.03	REFERENCES	(Not Used)
1.04	DEFINITIONS	(Not Used)
1.05	SYSTEM DESCRIPTION	(Not Used)
1.06	SUBMITTALS	

- A. The Contractor shall provide, for the Engineer's Record a method of reducing/controlling the sewage flow that will include but is not limited to:
 - 1. A recommended sequence of operations.
 - 2. Sketches or drawings showing locations of the bypass sewer and construction procedures for crossing streets, excavations for benching along with support methods, all required permit information, applications, fees, etc., to obtain access to the streets when required by the bypass method selected by the Contractor.
 - 3. Key operational factors, (i.e. maximum flow elevations upstream of dams, pump sizes and flow rates.)
 - 4. Locations of manholes from which sewage is to be pumped, locations of receiving manholes, and new manholes.
 - 5. A contingency plan to prevent damage during high flows.
 - 6. Method of handling traffic where streets are to be excavated.

B. The Contractor shall submit a copy of all property owner/resident notifications to the Engineer prior to notification distribution per section 3.03.B.

1.07 JOB CONDITIONS

Α. 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

1.08	DELIVERY, STORAGE AND HANDLING	(Not Used)
1.09	PROJECT/SITE CONDITIONS	(Not Used)
1.10	SEQUENCING	(Not Used)
1.11	SCHEDULE	(Not Used)
1.12	WARRANTY	(Not Used)
1.13	SYSTEM STARTUP	(Not Used)
1.14	INSTRUCTION OF OWNER'S PERSONNEL	(Not Used)
1.15	COMMISSIONING	(Not Used)
1.16	MAINTENANCE	(Not Used)

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 ACCEPTABLE INSTALLERS (Not Used) 3.02 EXAMINATION (Not Used)

3.03 PREPARATION

- A. Right of Entry. When private property must be crossed for bypass pumping the Contractor shall obtain written Right of Entry (ROE) signed by the property owner. The ROE shall describe the extent of work, items to be restored, warranty and schedule. A signed copy of the ROE shall be provided to the Engineer prior to commencing work. The cost for obtaining the Right of Entry and associated restoration work shall be included in the unit bid prices for bypass pumping.
- B. The Contractor shall provide 48-hour prior written notification to all property owners and or residents whose sewer lateral will be affected by the diversion of flow in the sewer. The notice shall clearly state the approximate time when sewage cannot be received as well as when the sewer will be available again for receiving sewage, and the purpose of the work. It shall also advise all affected customers against water usage until the sewer line is placed back in service, and shall clearly state the potential consequences of the use of residential wastewater generating facilities during the time when the building sewer service will be out of service (i.e. sewer back-up).
- C. A door hanger reminder shall be placed 24 hours (excluding weekends and holidays) prior to reducing the sanitary service.

3.04 ERECTION (Not Used)

3.05 INSTALLATION

A. Bypass pumping shall be established prior to sewer televising and inspection. Because of the high flows possible in this sewer, the contractor shall have a contingency plan to prevent damage during high flows. The City will not be responsible for any damages due to high flows.

The contractor should also be aware that adjacent sewers may not be available for bypass discharge due to surcharged conditions in those sewers during heavy rains.

B. 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. When required, the Contractor shall also bypass laterals by pumping from a cleanout. All pumps and temporary bypass sewer piping shall be of adequate capacity and size to handle the peak flow and any necessary dewatering. The bypass pumping shall not prohibit access when 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.

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- C. The Contractor may suggest alternate routing or methods of controlling the sewage, but, shall submit their recommendations to the Engineer in writing complete with sketches or drawings showing locations of the bypass sewer and construction procedures for crossing streets, excavations for benching along with support methods, all required permit information, applications, fees, etc. The Engineer will review the proposed alterations to ensure that the receiving sewers can accept the flow and that no access or street interference is created. Neither the City nor the Engineer will be responsible for damages due to high flows.
- D. All commercial establishments shall be provided with temporary sewer service. The means and methods shall be coordinated with the managers and the affected residents.
- E. Under no circumstances will the dumping of raw sewage on private property, streets and roads be allowed nor will surcharging of the sewers be allowed due to insufficient pumping.

3.06 APPLICATION

(Not Used)

3.07 CONSTRUCTION

(Not Used)

3.08 REPAIR/RESTORATION

A. Site Restoration. The Contractor shall be aware of the conditions at each site. This shall include but not be limited to trees, shrubbery, landscaping, structures, fences, mail boxes, driveways, curbs, sidewalks, pavements, etc. The Contractor shall videotape all ROE areas prior to use. All pre-construction conditions shall be fully restored as close to its original condition as practicable.

When working on private property, the Contractor shall obtain Acknowledgement-of-Completion (AOC) from the property owner that work was completed in accordance with the Right of Entry (ROE) agreement. No payment for this work will be made until the copy of AOC is submitted to the Engineer.

3.09 RE-INSTALLATION

(Not Used)

- 3.10 FIELD QUALITY CONTROL
 - A. Record Only Permits. When a new cleanout or other additions to a private lateral are required for bypass pumping, the Inspector shall complete a record only permit for that lateral which shall document all changes or additions.

3.11 ADJUSTING

(Not Used)

- 3.12 CLEANING
 - A. Purging. After all construction operations have been completed the Contractor shall purge the bypass sewer system of all sewage before disconnecting the pumps and piping with water. All water used for purging the bypass system shall either be collected and disposed of offsite or routed into the sanitary sewer.

Under no circumstances will the dumping of raw sewage on private property, streets and roads be allowed due to purging the system.

3.13 DEMONSTRATION

(Not Used)

3.14 PROTECTION

A. Precautions shall be taken to ensure that bypass pumping and flow control operations shall not cause flooding or damage to public or private properties. In the event flooding or damage occurs, the Contractor shall make provisions to correct such damage at no additional cost to the City. The Contractor shall be responsible for any damages to public or private property, overflows from the sewer system and violations resulting in fines as a result of the dewatering/bypass operation.

3.04 MEASUREMENT AND PAYMENT

A. The cost for this work shall be included in the unit price bid per hour for all bypass work required on the job

ITEM
SS-3UNIT
HourDESCRITPION
Bypass Pumping

END OF SECTION

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CES

SEWER CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General. Drawings and general provisions of the Contract apply to this section.

1.2 DESCRIPTION OF WORK

- A. General. Provide the labor, tools, equipment, and materials necessary to clean the sewer and manholes in accordance with the plans and as specified herein.
- B. Water. All water obtained for sewer cleaning shall be from hydrants with a backflow preventer. The contractor is to provide an appropriate back flow prevention device approved by the city. The contractor shall obtain a hydrant permit at the Utility Billing Office with no cost for the water used for the cleaning portion of the project. In lieu of using hydrants throughout the project areas, the City of the contractor may use the hydrant at City of Gahanna Service Department facility at 152 Oklahoma Avenue.
- C. Dumping Site. Material removed from the sewer cleaning operations can be dumped at the City of Columbus Grit Pad Facility at 1388 Emig Road.

1.3 QUALITY ASSURANCE

- A. Codes and Standards. Perform all work required to clean the sewers and manholes in compliance with applicable requirements of governing agencies having jurisdiction.
- B. 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.

1.4 SUBMITTALS

A. Transmittals. Furnish equipment data and daily logs of work performed.

1.5 JOB CONDITIONS

A. 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

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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.

DELIVERY, STORAGE, AND HANDLING 1.6 (Not used)

1.7 SPECIAL WARRANTY (Not used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- 3.1 DESCRIPTION. Clean the sewers and manholes in good workmanlike manner where shown on the plans and as specified herein.
 - A. General. Clean the sewer using hydraulic, high-velocity hydraulic, or mechanical sewer cleaning equipment. Base selection of the equipment used on the condition of the sewer at the time the work commences. The equipment for cleaning shall be capable of removing all foreign materials from the sewer and manholes.
 - B. Coordination. 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 **CLEANING EQUIPMENT**

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

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- 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.
- C. 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 500 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.
- D. Mechanical. Bucket machines shall be operated in pairs with power to perform the work. 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.
- 3.2 PRECAUTIONS. During sewer cleaning operation, take precautions 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, take precautions to ensure that the water pressure created does not cause any damage or flooding to property. The flow of sewage in the sewer shall be utilized whenever possible to provide necessary pressures for hydraulic cleaning devices. When water from a fire hydrant is necessary to supplement sewer flows, provide a vacuum break and conserve the water.
- 3.3 ROOT REMOVAL. All roots shall be removed from the interior of the sewer by the 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. Apply an approved-label herbicide to the roots in accordance with the manufacturer's recommendations in such a manner to prevent any damage to the sewer and surrounding vegetation. Replace any damaged sewer or vegetation. Adhere to all precautions, as recommended by the manufacturer, concerning handling and application of the herbicide.

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- 3.4 HEAVY CLEANING. 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.
- 3.5 MATERIAL REMOVAL AND DISPOSAL. Remove all foreign material resulting from the cleaning operation at the downstream manhole of the sewer section being cleaned. Do not pass material from sewer section to sewer section. Remove and dispose of all solids or semisolids resulting from the cleaning operations from the site in a manner and at a site designated by the Owner. Remove all materials from the site at the end of each workday. Under no circumstances accumulate debris on the site of work beyond the stated time, except in totally enclosed containers and if approved by the Owner. Pull a double squeegee, with each squeegee the same size as the sewer, through each sewer section as evidence of being adequately cleaned.
 - A. HYDRAUCALLY CLEANED MATERIAL. When hydraulic cleaning equipment is used, construct a suitable weir or dam in the downstream manhole such that both the solids and water shall be trapped. Pump this trapped solution from the manhole into a retention chamber aboveground. The retention chamber shall be of a size suitable for solid settlement and shall be truck mounted. The chamber shall contain not less than two baffles to ensure settlement of the solids before returning the liquid to the sewer.
 - B. MECHANICALLY CLEANED MATERIAL. When bucket machines are being used, provide a container to receive the materials dumped from the buckets.
- 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>	DESCRIPTION
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	18" Sewer Cleaning
SS-4	LF	21" Sewer Cleaning
SS-4	LF	24" Sewer Cleaning
SS-4	HR	Root Removal

SS-4 HR Heavy Cleaning

END OF SECTION

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VIDEO INSPECTION OF SEWERS AND MANHOLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General. Drawings and general provisions of the Contract apply to this section.

1.2 DESCRIPTION OF WORK

A. Scope of Work. Provide the labor, tools, equipment, and materials necessary to televise and inspect the sewers and manholes in accordance with the drawings and as specified herein.

1.3 QUALITY ASSURANCE

- A. Codes and Regulatory Agencies. Perform all work in compliance with all federal, state, and local codes and regulatory agencies. 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. Electronic Logs. Electronic PDF 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. Sewer Video Recordings. The Contractor shall furnish the Owner with two video recordings of all internal inspections. Acceptable media for the video recordings are digital video disc (DVD), or external hard drive. All video submittals shall contain at a minimum 10 separate pipe segments per submittal, unless otherwise approved by the Engineer. The City reserves the right to require resubmittal on a different medium if the video is of poor quality on the originally submitted medium.

The initial video recording(s) of the project shall be submitted to the City for review immediately after they have been finished so that the City can ensure that the proper naming conventions and the required information are being utilized.

All discs containing the video recordings shall be accompanied by a cover sheet and shall be labeled with the following information:

- 1. Contractor's Name
- 2. City of Gahanna, Ohio
- 3. Project Title
- 4. Date
- 5. Segment References for all segments on the disk

All media shall be premium grade and previously unrecorded. All video recordings shall have a continuous on-screen display indicating sewer section identification and distance from the entering manhole, as well as on screen display identifying laterals and any pipe defects which shall be coordinated with the written logs.

The video recordings shall be organized by utilizing the file system described herein. There is to be 1 main folder which is to be named with the Project Name. Under that folder each pipe segment associated with the project shall have its own folder labeled using the pipe segment reference as stated in below. The only exception is that the use of a colon is not a permitted file naming convention. Instead an underscore is to be used (i.e. sewer segment 1254 to 1255 shall be named 1254_1255). Under each segment folder the contractor is to include at a minimum the .ptd file, the .ptv or .mpg file and all associated still images of the defects encountered during the inspection.

Inspection work shall be completed by a Pipeline Assessment Certification Program (PACP) certified operator using PipeTech® software, Granite XP software, or approved equal.

EXAMPLE:

City of Gahanna 2017 CCTV Inspections

1254_1255
1255_1257
1257_1258
\$\times\text{.ptd file}\$
.ptv or .mpg file

image files

A. Manhole 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 Manhole Assessment and

Certification Program (MACP) 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.

- B. Data Data to be submitted shall include, but not be limited to, 1) NASSCO PACP exchange database file, 2) .JPEG files (still photos), 3) MPEG-2 or MPEG-4 files (video) for each pipe segment, and 4) .PDF and .JPEG files for each manhole inspection performed.
- C. Final Report 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. All logs shall be put into a final report. Two copies of the final report shall be submitted to the Engineer.

1.5 JOB CONDITIONS

- A. Sewer Cleaning. Clean all sewers to be internally inspected in accordance with Section SS-4, "Sewer Cleaning."
- B. Flow Conditions. Sewer line flows shall at no time exceed one fifth of the pipe diameter during the television inspection. If flows exceed this limit, use either the plugging or blocking method or the pumping and bypassing method of flow control without surcharging the sewer system in accordance with SS-3 "Bypass Pumping/Flow Control."
- C. 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.

SS-5 - Page 3 of 8

55131*1/20/17

1.7 SPECIAL WARRANTY

(Not used)

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Camera. The television camera shall be specifically designed and constructed for sewer inspection. Lighting for the camera shall illuminate the entire periphery of the sewer. The camera shall have a minimum resolution of 600 lines. Picture quality and definition shall be to the satisfaction of the Owner. Communications shall be provided for controlling the winches, pumping unit, and monitor control.
- B. DVD. DVD shall be original, previously unrecorded MPEG-2 or MPEG-4 format.
 - 1. Identification. Properly identify all DVDs (DVDs and cases) by DVD number, location, and project name in an acceptable manner.
 - 2. Inventory. Furnish an index including date of recording, subjects, and locations by footage and inventory of all DVDs completed, referenced by location and DVD number, to the Engineer/Architect upon completion of the work and delivery of the DVDs. All DVDs and written records shall become the property of the Owner.
 - 3. Date and Time. All video recordings shall, by electronic means, continuously display the month, day, year, hours, minutes, and seconds and display the location of the camera and pipe identification within the area.
- C. Television Inspection Logs. Keep television inspection logs showing the location, in relation to adjacent manholes, of each infiltration point, laterals, joints, unusual conditions, broken pipe, roots, stormwater connections, scale and corrosion, and other discernible features.
 - 1. Television inspection logs should contain the following information:

Header Sheet. All header sheets accompanying video recordings shall have proper values entered for the following fields.

- a. Surveyor Name Name of technician holding NASSCO certification
- b. Certificate Number Technician's NASSCO certification number
- c. System Owner "City of Gahanna"
- d. Survey Customer
- e. Drainage Area shall be the district of the upstream manhole. (i.e. manhole 22-126 is in drainage area 22)
- f. P/O Number Leave blank
- g. Pipe Segment Reference The segment reference shall be the drainage area-upstream manhole number-downstream manhole number. The character drainage area followed by a dash followed by the upstream

55131*1/20/17 CES manhole designation followed by a dash and ended with the character downstream manhole designation.

EXAMPLE: 1254:1255

- h. Date Date of the TV inspection
- i. Time Time of the TV inspection
- j. Location Address of the nearest house to the beginning manhole
- k. Locality "Gahanna"
- 1. Further Location Details
- m. Upstream Manhole The naming convention to be used shall be the complete character structure number.

EXAMPLE: 1254. This structure is manhole number 1254.

If an unknown manhole is encountered the Contractor shall notify the Engineer to have a structure number assigned per protocol. Until such time that a structure number is issued for a newly discovered manhole, the contractor shall name the new structure with the same character structure number as the upstream manhole followed by an "A", "B", "C", etc. At the conclusion of the project all temporary manhole number references must be corrected within all submitted project files.

- n. Rim to Invert (Upstream Manhole) Depth in feet and tenths of a foot.
- o. Downstream Manhole Same naming convention as listed under the Upstream Manhole.
- p. Rim to Invert (Downstream Manhole) Depth in feet and tenths of a foot.
- q. Use of Sewer "Combined", "Sanitary", or "Storm".
- r. Direction of Survey Downstream (when possible).
- s. Flow Control Type utilized during CCTV recording.
- t. Height Diameter of Sewer in inches.
- u. Width Only required for non-circular sewers.
- v. Shape
- w. Material
- x. Pipe Joint Length Enter length in feet and tenths of a foot.
- y. Total Length Enter the length from the record plan information given on the project plans in feet and tenths of a foot.
- z. Length Surveyed Length in feet and tenths of a foot inspected by CCTV.
- aa. Year Laid Leave blank
- bb. Tape/Media Number
- cc. Pre-Cleaning Enter type utilized prior to CCTV recording.

Pipe inspection software normally uses Date, Time, Upstream Manhole Number and Downstream Manhole Number to check for duplicated CCTV inspections. Therefore valid data within these fields is required or videos with similar information may not be loaded into the project library.

Any video/header that is not properly labeled will be rejected.

Any inspection with incorrect or uncoded defects codes will be rejected.

2. Locate pipe defects by footage and clock reference and describe them using the Pipeline Assessment and Certification Program (PACP).

2.2 **EQUIPMENT**

A. The television camera shall be specifically designed and constructed for sewer inspection with a capacity for radial viewing (360 degrees) to allow proper inspection of service lateral connections. The radial-view camera must be solidstate 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. Inadequate lighting will be just cause for requiring the sewer to be retelevised. The camera shall have a minimum resolution of 600 lines and shall be operable in 100 percent 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.

PART 3 - EXECUTION

3.1 **EXAMINATION**

Verification. Verify actual field/site conditions, locations, possible interference A. with other utilities, expected sewer flow conditions, and potential traffic patterns.

3.2 **PREPARATION**

Notification. Provide notification to proper authorities when incurring any A. interference with traffic or other utilities.

3.3 INSPECTION

- Α. General. Perform the inspection one sewer section at a time, and isolate the section being inspected from the remainder of the sewer system. Move the camera through the sewer in either direction at a uniform slow rate by means of cable winches at each manhole. The maximum rate shall be 30 feet per minute. When sewer conditions prevent forward movement of the camera, withdraw the camera and televise the line from the opposite direction.
- B. Measurement. Measurement for location of defects shall be at the ground level by means of a metering device accurate to 0.1 of a foot. Use a measuring target, or the sealing packer, in front of the television camera as the measurement reference point, and the meter reading shall show the location of the measurement reference point.

55131*1/20/17 SS-5 - Page 6 of 8 C. Television Inspection. The inspection will be done one sewer section 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 and the camera lens shall be located at the spring line of the pipe. 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 a manhole is restricted or conditions within the sewer will not permit for inspection in the direction of the flow, permission may be granted on a case by case basis to televise against the flow. In all cases the pre and post inspection recordings must be performed in the same direction.

The Contractor shall document all visible internal defects within each sewer segment. When the Contractor encounters a defect, they shall stop the camera, pan, tilt and zoom to the defect and code it according to PACP Standards. The continuous defect code shall only be utilized when a defect is truly continuous (repeated beyond the first three feet) and must be coded with a start and finish code at its beginning and end. Submittals with open ended continuous defect coding will be rejected.

The articulating-head camera shall also be positioned at each manhole to record the condition of each manhole structure. The CCTV operator shall pan and zoom up from the invert for each manhole and obtain the best possible image of the manhole including the cone and corbel section.

The camera shall be positioned so that it is able to pan, tilt and zoom up each lateral connection to a distance of 5 feet so that the lateral condition and status can be determined.

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.

When an unknown manhole or structure is encountered, the contractor shall name it per the convention stated in section 1.05.A.13 and stop the recording at this structure. The contractor shall then begin a new video at the unknown manhole and video to the previously planned downstream manhole.

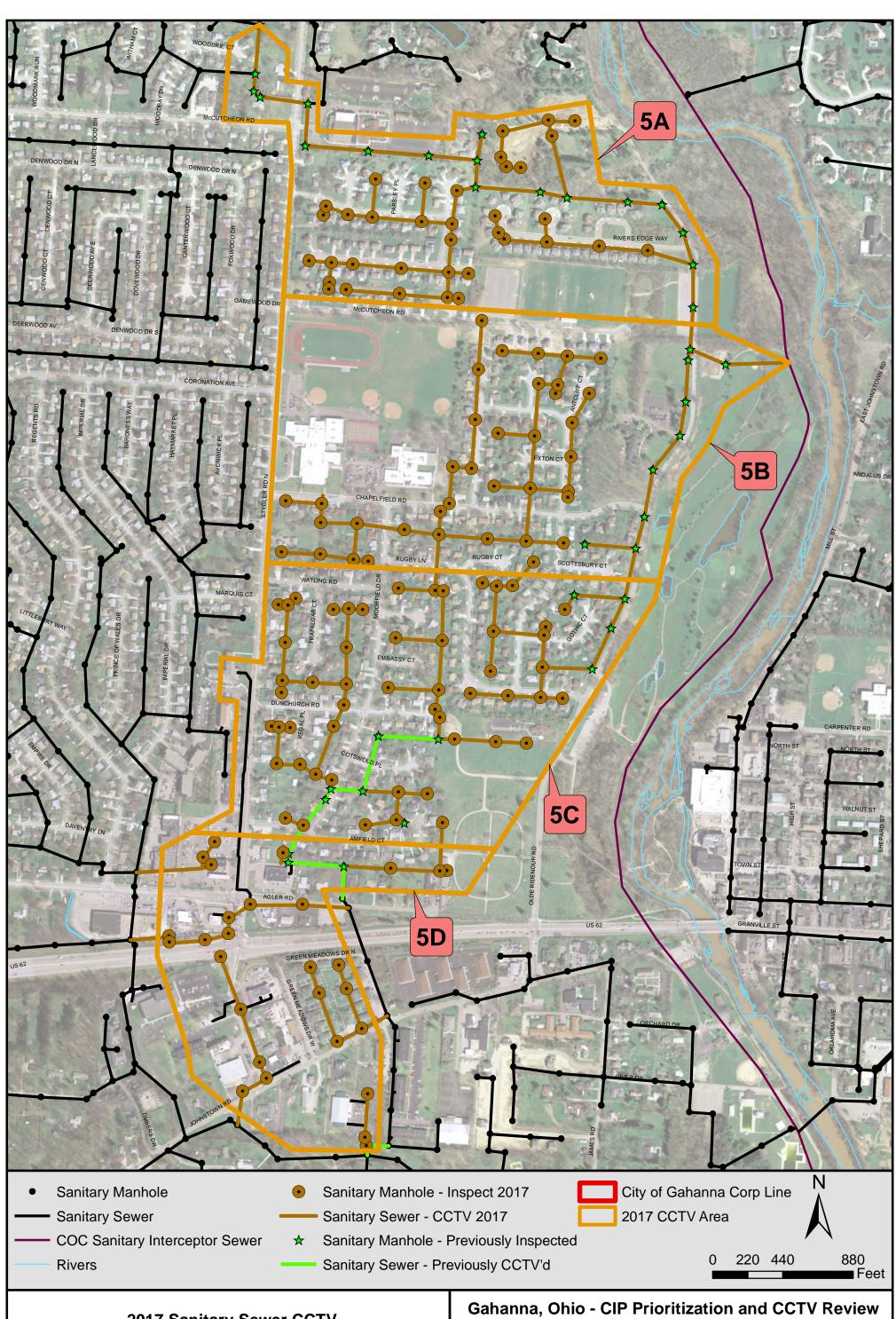
D. Manhole Inspection. The Contractor shall complete an inspection report that includes: asset information, MACP inspection information, sketch, cover/frame/chimney/ cone/wall/beach and channel information. The report shall include a section on pipe connects and deficiencies. The report shall consist of a minimum of 4 digital photographs of the manhole lid surface, frame/manhole

interface, 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 2 copies in CD format. The Contractor shall submit a sample competed manhole inspection report for approval

- E. Log. Record all information required in 2.1.C, Television Inspection Log, above. Use terms as defined in 2.1.C.2 as a minimum and other descriptive terminology as needed.
- F. MEASUREMENT AND PAYMENT. The cost of the TV work shall be included in the unit price bid per lineal foot for sewer Television Observations of Sewer 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.

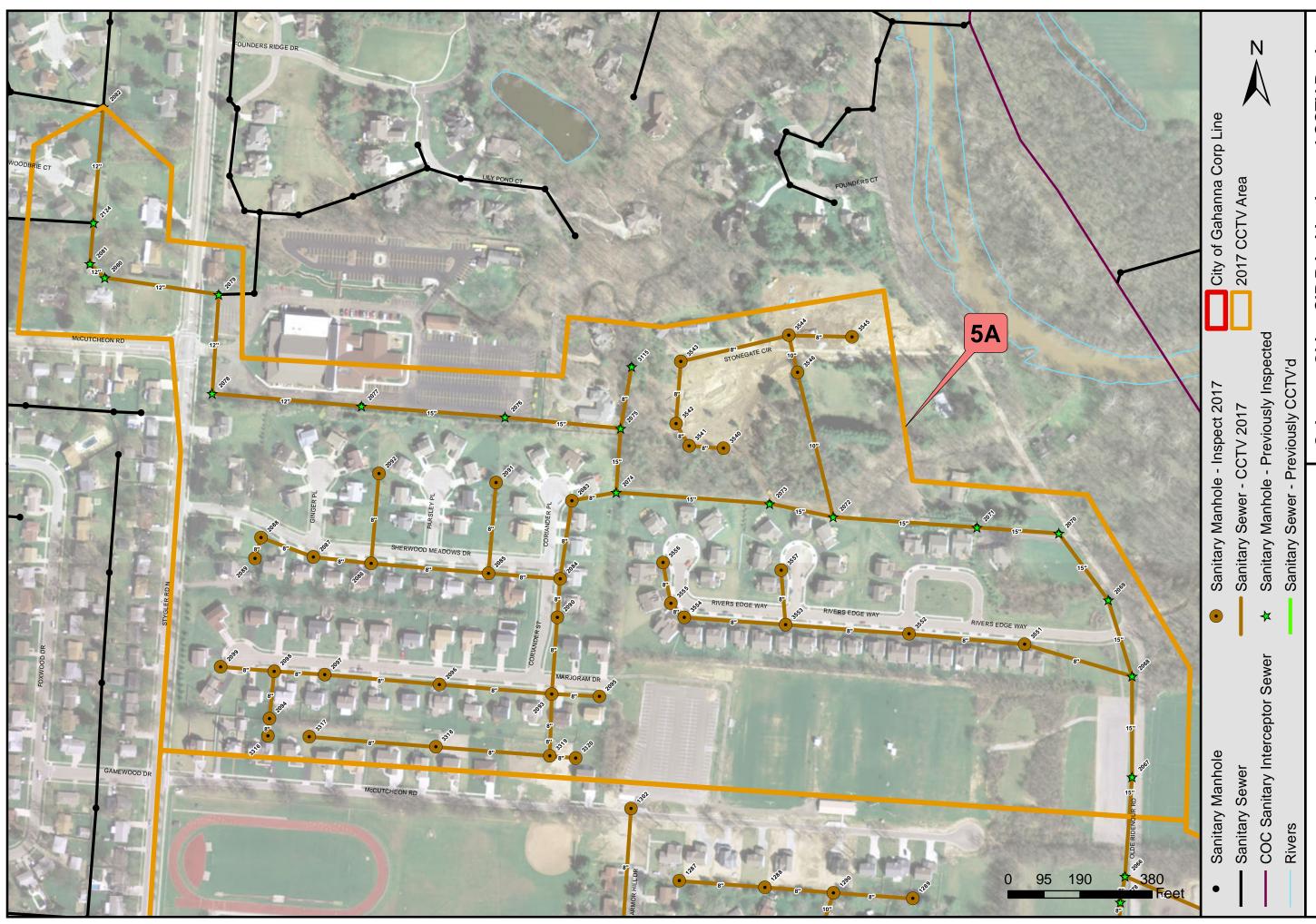
<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
SS-5	LF	8" Video Inspection of Sewer
SS-5	LF	10" Video Inspection of Sewer
SS-5	LF	12" Video Inspection of Sewer
SS-5	LF	15" Video Inspection of Sewer
SS-5	LF	18" Video Inspection of Sewer
SS-5	LF	21" Video Inspection of Sewer
SS-5	LF	24" Video Inspection of Sewer
SS-5	EA	Manhole inspection

END OF SECTION



2017 Sanitary Sewer CCTV and Manhole Inspections

Gahanna, Ohio - CIP Prioritization and CCTV Review
BURGESS & NIPLE
Engineers-Architects-Planners



2017 Sanitary Sewer CCTV and Manhole Inspections

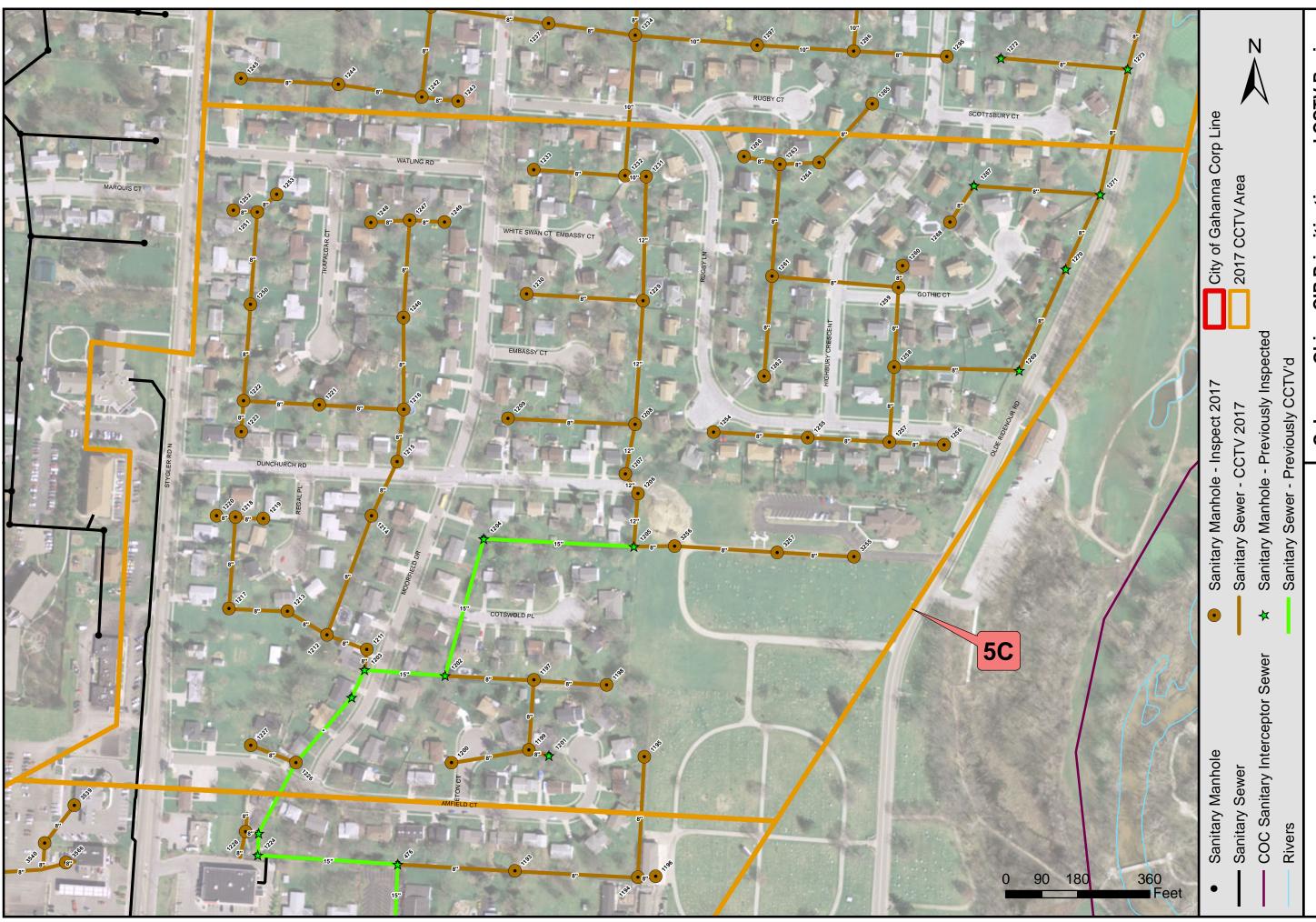
Gahanna, Ohio - CIP Prioritization and CCTV Review



Gahanna, Ohio - CIP Prioritization and CCTV Review

BURGESS & NIPLE Engineers-Architects-Planners

2017 Sanitary Sewer CCTV and Manhole Inspections



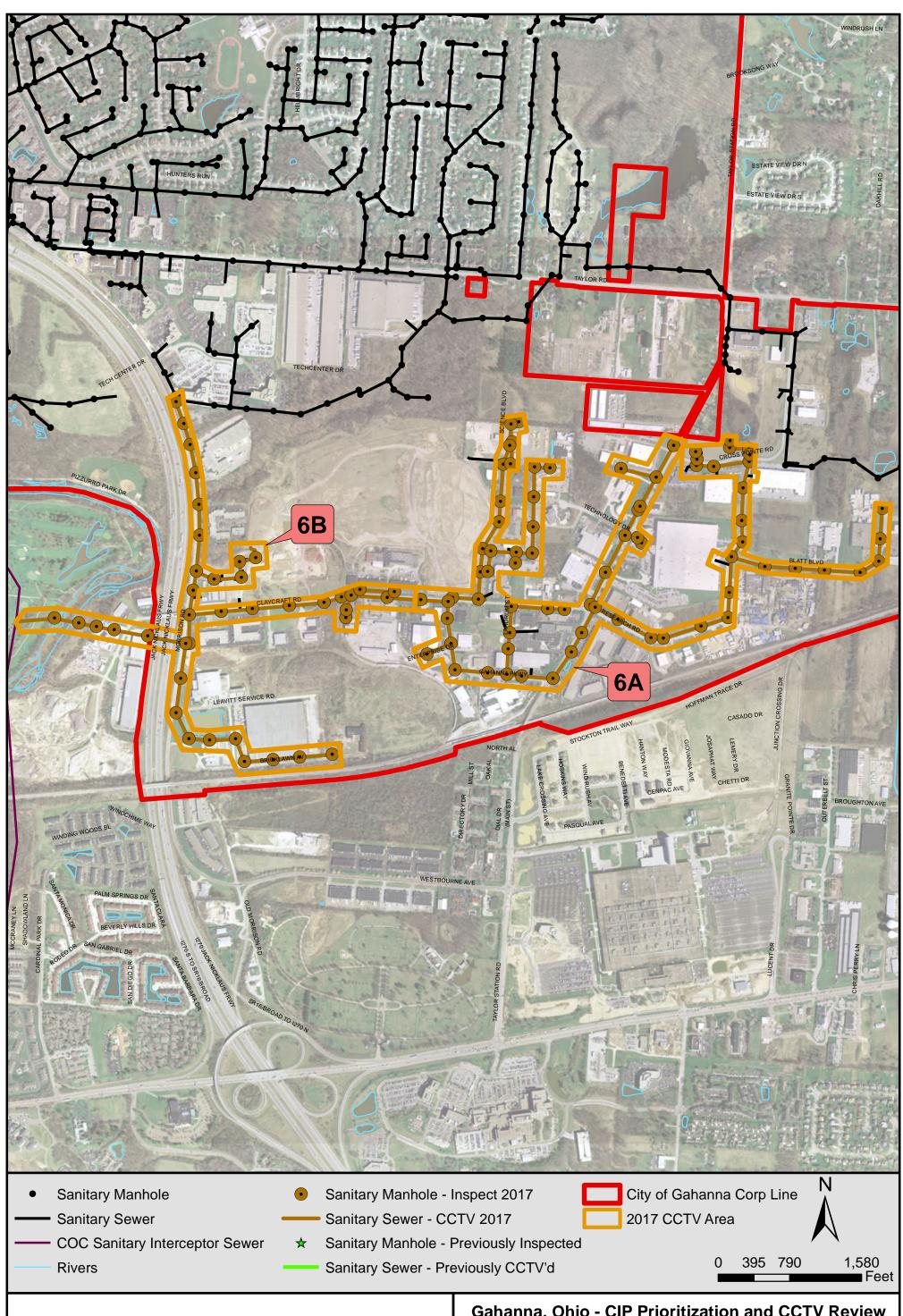
2017 Sanitary Sewer CCTV and Manhole Inspections

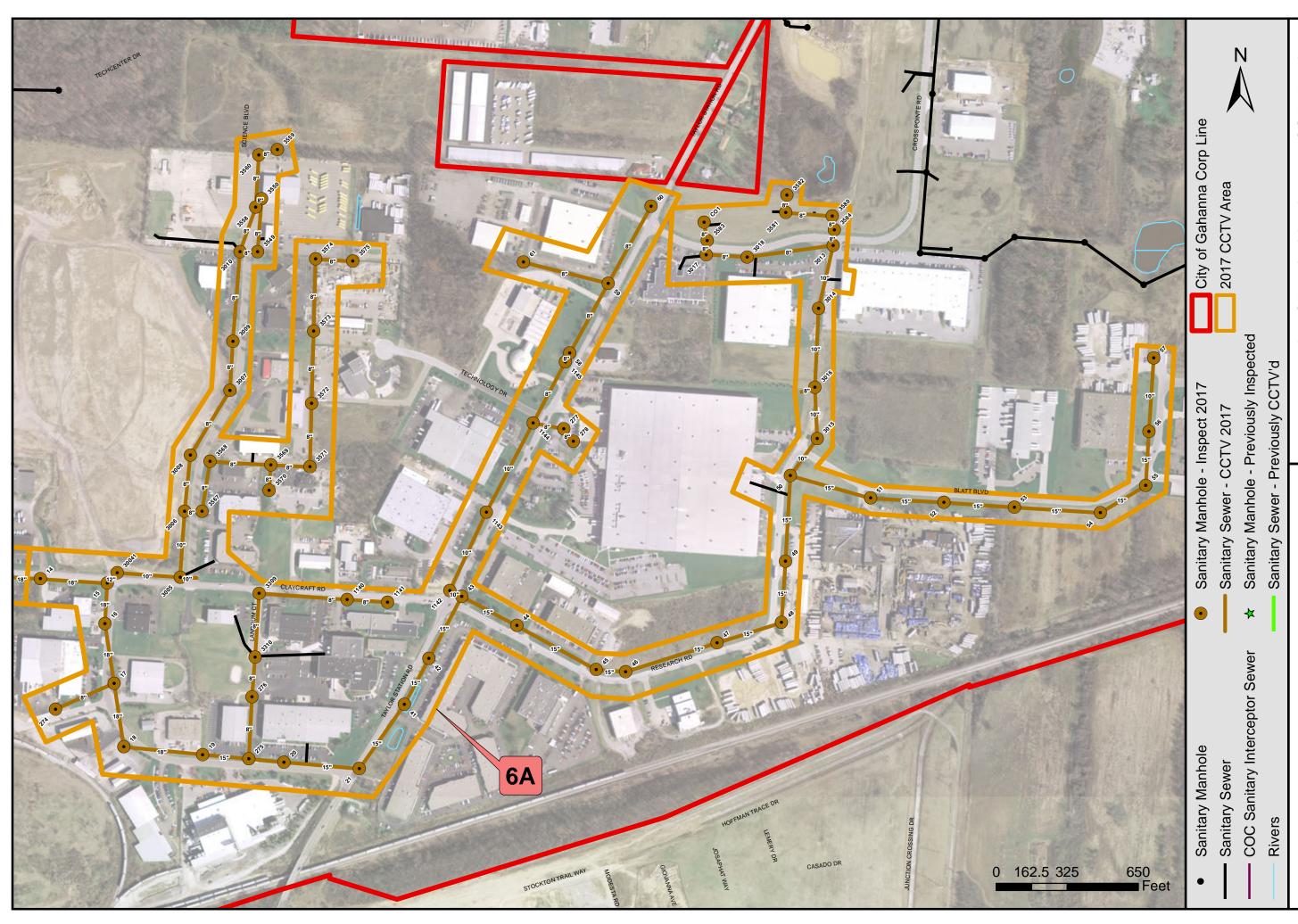
Gahanna, Ohio - CIP Prioritization and CCTV Review



2017 Sanitary Sewer CCTV
and Manhole Inspections

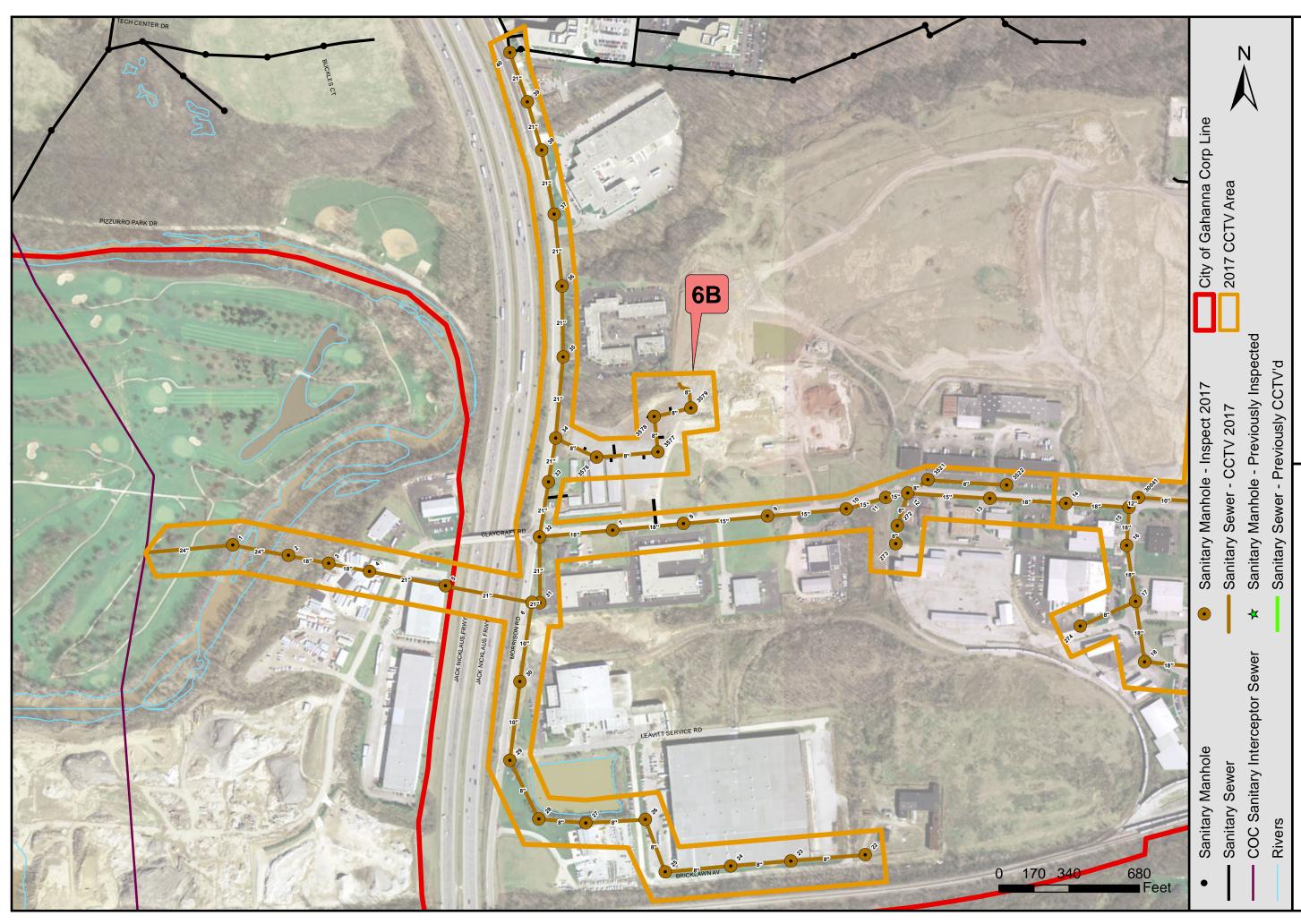
Gahanna, Ohio - CIP Prioritization and CCTV Review





Gahanna, Ohio - CIP Prioritization and CCTV Review

2017 Sanitary Sewer CCTV and Manhole Inspections



2017 Sanitary Sewer CCTV and Manhole Inspections

Gahanna, Ohio - CIP Prioritization and CCTV Review



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) (36
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			



Cover Size

Cover Shape

MANHOLE COMPONENT OBSERVATIONS

Cover Be	aring Surf	ace [Diameter	[Cover/Fran	ne Fit	Cover (Condition		Cover	nsert Type		ver Insert Conditio	n	
MH Adjus	tment Rin	д Ту	ре	<u> </u>	MH Adjustr	nent Ring	Condition			MH Adjustment Ring H			leight		
Frame Ma	aterial	Fra	me Bearin	ng Surface V	Vidth		Frame	Bearing S	Surface	Depth		Fre	ıme Clear Opening) Dian	
Frame Co	ondition	Fra	me Seal C	Condition F	Frame Offs	et Distand	e Frame	Seal Infl	ow	Frame	Depth	 Ch	imney Material 1		
Chimney	Material 2	Int.	Chim. Co	ating/Liner I	Ext. Chim.	Coating/L	iner Chimne	ey I/I		Chimne	ey Clear Oper	ning Ch	imney Depth		
Cone Typ	e	Cor	ne Materia	<u> </u> 	nt. Cone C	coating/Lir	er Ext. Co	ne Coatin	ng/Liner	Cone	Depth	Wa	all Diameter (lengtr	n/widtŀ	
Wall Mate	erial	Int.	Wall Coat	ing/Liner [Ext. Wall C	oating/Lin	er Wall De	pth		Bench	Present?	Be	nch Coating/Liner		
Bench M	aterial	 	hannel Ins	talled (Channel M	aterial	Channel 1	уре	Cha	annel E	cposure #	Steps			
Step Mate	rial				DID		NNEC.	TION.		ı ne					
Pipe Number	Pipe Clo		Rim to Invert	Pipe Direction	Pipe	Pipe Shape	Pipe Diameter	Pipe Width	Pipe S	Seal	Pipe Specia Condition		onnects to ccess Point ID		
		N-			N IN									(

Vent Holes



MANHOLE INSPECTION DETAILS FORM

System Owner (2) Date (CCYY/MM/DD) (8) MH Number (12)								(12)	Sheet No. (5)											
Distance (Feet) (meters)			ode Defect Code			Inches		Inch		Inches		Inches		Inches		Joint	Circumferential Location		image	Remarks
						1 st	2 nd			At/From	То	Reference								
										12										
													72							
	8																			
					P															
	IV.												=							

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

2017 CCTV AND SANITARY SEWER CLEANING PROJECT

The bidder is required to state in full detail below, what work of a character similar to that included in the proposed Contract he has done, to give reference and such other detailed information as will enable the Council of the City of Gahanna, and the Director of Public Service to judge his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following:

Evidence to the effect that the bidder maintains a permanent place of busine ss; list of plant equipment available for work under the proposed contract, together with statements as to when purchased of otherwise obtained, and statements as to its present physical condition; evidence to the effect that the bidder has a suitable financial status to meet obligations incident to the work; and evidence to the effect that the bidder has appropriate technical experience.

Insight Pipe Contracting, LIC has been in the	e SEWER
Insight Pipe Contracting, LC has been in the Rehabilitation business SINCE 3-15-1989 as	ad is
head quartered in Harmony, PA. PLEASE SEE +	
- Equipment List	
- PERSONNEL List	
- Reference List	
- Financial Statement	

If needed, please attach additional documents to this sheet.

EQUIPMENT LIST

Insight	PICK-UP TRUCKS: Description	Services
1017	04 Chevy 2500 Pick-up	
1019	06 Chevy 3/4 Ton Pickup	
1023	08 Chevy Impala	
1026	08 Ford F-150 Pickup (Rick G)	
1031	10 Ford F-150 Pickup	
1032	10 Ford F-250 Super Cab	
1033	10 Ford F-250 Super Cab	
1037	12 Chevy Impala (Chris T)	
	05 Chevy Suburban (Mike M)	2002
(10)	04 Chevy 1500 Pick-up (Goatt)	2018
	07 Chevy 3/4 Ton Pickup	2020
	07 Chevy 3/4 Ton Pickup	2021
	08 Ford F-150 Pickup	2024
	09 Ford F-150 Pickup	2028
	09 Ford F-150 Pickup	2029
	09 Ford F-150 Pickup	2030
	11 Chevy Impala (Meredith)	2034
	11 Ford F-350	2035
	12 Ford F-350	2036
	12 Ford Escape (Cam)	2038
1040	12 Ford F-350	
1041	13 Ford F-150 (Brett G)	
	13 Ford F-150	2042
1043	15 Ford F-150 (Fran)	
1044	15 Ford F-350 (Brian M)	
	2014 Chevy Silverado 1500 (Aaron P)	2045
1046	2015 Chevrolet Silverado 2500 (Bret O)	
1047	2014 Ford F150 Pickup (Derek O)	
1048	2008 Chevy 3500 Pickup w/ Plow	
1049	2015 Ford F-350 (Derek K)	
1050	2014 Ford F-150 (Dean Y)	
1051	2015 Ford F-150 (Matt P)	
	2015 Chevrolet Silverado (Craig A)	2052
1053	2015 Chevrolet Impala (Bob)	
1054	2016 Ford F-150	
1055	2015 Ford F-350 SRW	

	TELEVISION UNITS:					
Insight	Description	Services				
1107	04 GMC (Aries TV Equip.)					
1108	04 Chevy Express					
1110	06 GMC (Aries TV Equip.)					
1111	06 GMC (Aries TV Equip.)					
1112	09 Ford (Cues TV Equip.)					
1113	09 Ford (Cues TV Equip.)					
1114	11 Ford (Cues TV Equip.)	ν.				
1116	Mule - 02 Kawasaki					
1117	15 International 4400 (Aries TV Equip)					
1118	16 International (Aries TV Equip)					

	AIR COMPRESSORS:						
Insight	Description	Services					
3006	Atlas Copco 185 CFM-612654						
3010	Kaeser M100 375 CFM-XAS375JD6						
3011	2011 Kaeser 185 CFM						

	JETTERS:	
Insight	Description	Services
1205	01 Vactor Sterling RamJet	
1207	97 International VacCon	
1208	02 Vactor Ram Jet	
1209	99 Vactor Ram Jet	

	COMBO/VACUUM:					
Insight	Description	Services				
1304	07 Sterling (Vactor)					
1305	10 Peterbuilt GapVax Model MC-2008					
1306	10 Peterbuilt GapVax					
1307	11 Peterbuilt					
	12 Kenworth T800	2308				
	12 Peterbilt Model 367	2309				
	12 Peterbilt Model 367	2310				
	12 Peterbilt Model 367	2311				
1312	2014 Western Star 4700 Gap Vax					

	STEAMERS/BOILERS:					
Insight	Description	Services				
1401	01 Freightliner (97' Boggs 2.5 BTU)					
1402	89 Freightliner (00' Boggs 8.4 BTU)					
1404	09 Peterbuilt					
1405	09 Peterbilt					
1406	01 Ford F550 Steam Truck					
1407	99 Ford F550 Boiler Truck					
1408	Kenworth T370-CL7					

REFRIDGERATED TRUCKS:		
Insight	Description	Services
1501	02 Freightliner Reefer	
1503	02 Freightliner Reefer (Blue)	
1504	02 Freightliner Reefer (Black)	
1505	01 International Reefer (White)	
1506	05 Freightliner Reefer (White)	
1507	06 Freightliner Reefer (White)	
1508	09 Freightliner Reefer	
1509	08 Freightliner Reefer	
1510	08 Freightliner Reefer	
1511	11 International Reefer	

	TRUCK TRACTORS:	
Insight	Description	Services
	07 Freightliner Tractor	2604
	00 5 1 1 111 7 1	
	06 Freightliner Tractor	2605
	2012 Kenworth Winch Truck	2606

	PUMPS	
Insight	Description	Services
3201	Blue Pump	
	Dragon Well Pump - P3557	4201

	GENERATORS	
Insight	Description	Services
3300		4300

	PRESSURE WASHERS	
Insight	Description	Services
ь.	3,500 PSI Pressure Washer	4001
	3,500 PSI Pressure Washer	4002
	3,500 PSI Pressure Washer	4003
	3,500 PSI Pressure Washer	4004
	3,500 PSI Pressure Washer	4005
	3,500 PSI Pressure Washer	4006

SHOOTERS		
Insight	Description	Services
3101	15"-24" Shooter	
3102	15"-24" Shooter - 01 V2000.2	

EQUIPMENT LIST

Flatbed & Vans		
Insight	Description	Services
	2005 Wabash-Nation Combo Flatbed	8001
d 2	2007 Great Dane	8002
	1992 Transcraft Eagle	8003
	1994 Fruehauf	8004

TRAILERS:		
Insight	Description	Services
1801	91 Flatbed Hooper Tandem	
1804	08 J & L Box Trailer Express	
1805	08 J & L Box Trailer Express	
	13 Stealth Box Trailer	2806
	12 Stealth Box Trailer	2807
	12 Quality Trailer (5,000 PSI PW)	2809
	12 Quality Trailer (5,000 PSI PW)	2810
	13 Stealth Box Trailer	2811
1812	13 Quality Trailer	
	10 Mobile Pressure Washer Trailer	2813
1814	13 Reiser ET Trailer	
	2013 CarMate Wash Trailer	2815
	2012 CarMate Hose Trailer	2816
	2012 CarMate Hose Trailer	2817
1818	2016 Stealth Trailer	
1819	2015 Carry-On Trailer	
1820	2017 Stealth Trailer	
1821	2016 Stealth Trailer	

	SUPPORT TRUCKS:		
Insight	Description	Services	
	00 Mack RD6883 Vacuum Truck	2701	
	Yellow Box Truck	2702	
	2012 Peterbilt Water Truck	2703	
	2012 Peterbilt Water Truck	2704	
	2012 Peterbilt	2705	
	2012 Peterbilt Vac Tank Truck	2706	
	2012 Peterbilt Vac Tank Truck	2707	
,	2012 Kenworth Vac Tank Truck	2708	

FLAT BOTTOM FRAC TANKS			
Insight	Description	Services	
	ETC 500bbl Flat Bottom Frac Tank	8054	
	ETC 500bbl Flat Bottom Frac Tank	8046	

VACUUM BOXES		
Insight	Description	Services
	Green Vacuum Boxes - 25 yard	VB-33150
	Green Vacuum Boxes - 25 yard	VB-33975
	Green Vacuum Boxes - 25 yard	VB-33973

SUPPORT EQUIPMENT		
Insight	Description	Services
1901	Skidloader - 91 Case 1840	
1903	Ford Utility Tractor	
1904	Forklift - Cat 2PD7000	
	Sky Trak Lull - Model 6036 Serial 15665	2905
1906	2002 Takeuchi TL130 Skid Steer	
Shop	Shop Lift Challenger 18,000 lbs	
1907	2015 Kubota Tractor	

	ROUND BOTTOM FRAC TANKS	
Insight	Description	Services
	ETC 500bbl Round Bottom Frac Tank	6032
14	ETC 500bbl Round Bottom Frac Tank	6033
	ETC 500bbl Round Bottom Frac Tank	6039
	ETC 500bbl Round Bottom Frac Tank	6040
ŷ	ETC 500bbl Round Bottom Frac Tank	6041
	ETC 500bbl Round Bottom Frac Tank	6042
	ETC 500bbl Round Bottom Frac Tank	6045
	ETC 500bbl Round Bottom Frac Tank	6056
	ETC 500bbl Round Bottom Frac Tank	6057
	ETC 500bbl Round Bottom Frac Tank	6058
	ETC 500bbl Round Bottom Frac Tank	6059
	ETC 500bbl Round Bottom Frac Tank	6147
	ETC 500bbl Round Bottom Frac Tank	6148
	ETC 500bbl Round Bottom Frac Tank	6149
	ETC 500bbl Round Bottom Frac Tank	6150
	ETC 500bbl Round Bottom Frac Tank	6151
	ETC 500bbl Round Bottom Frac Tank	6152
	ETC 500bbl Round Bottom Frac Tank	6153
	ETC 500bbl Round Bottom Frac Tank	6154
	ETC 500bbl Round Bottom Frac Tank	6155
	ETC 500bbl Round Bottom Frac Tank	6156
	ETC 500bbl Round Bottom Frac Tank	6157
	ETC 500bbl Round Bottom Frac Tank	6158
	ETC 500bbl Round Bottom Frac Tank	6159
	ETC 500bbl Round Bottom Frac Tank	6160
	ETC 500bbl Round Bottom Frac Tank	6161
	ETC 500bbl Round Bottom Frac Tank	6162
	ETC 500bbl Round Bottom Frac Tank	6163
	ETC 500bbl Round Bottom Frac Tank	6164
	ETC 500bbl Round Bottom Frac Tank	6165
	ETC 500bbl Round Bottom Frac Tank	6166
	ETC 500bbl Round Bottom Frac Tank	6167
	ETC 500bbl Round Bottom Frac Tank	6168
FTC	500bbl Round Bottom Frac Tank w/ Steam L	6169
	5 500bbl Round Bottom Frac Tank W/ Steam L	6170
	C 500bbl Round Bottom Frac Tank w/ Steam L	6171
	C 500bbl Round Bottom Frac Tank W/ Steam L	6172
	boods Round Bottom Flag Fam. W. Steam L	0172

INSIGHT PIPE CONTRACTING, LLC

Principal Personnel 2017

S. Michael Marburger

President/CEO

Thirty (30) years of experience in pipeline installation, maintenance and rehabilitation. NASSCO certified PACP© technician and trainer. B.S. Degree in Management Engineering

Jerry Maharg

Assets Manager/Special Project Coordinator

Forty (40) years of management experience in a service related manufacturing environment

Cameron Marburger

Vice President

Three (3) years of experience in pipeline maintenance, cleaning, and rehabilitation. Two (2) years of experience in banking operations. B.S. in Finance and Economics

Michael McCollough

Chief Estimator

Twenty-five (25) years of experience in pipeline maintenance and rehabilitation. NASSCO certified PACP© technician. B.S. Degree Operations Management

Travis Kelly

Assistant Estimator

Two (2) years of experience in Sales position. B.S. Degree in Business Administration.

Robert Carpenter

Service Representative

Ten (10) years of experience in pipeline cleaning and TV inspection, NASSCO certified PACP© technician

Chris Tizzano

Service Representative

Ten (10) years of experience in pipeline cleaning and TV inspection

Derek Offutt

Operations Manager

Eight (8) years of experience in pipeline maintenance, cleaning and rehabilitation.

Curtis Montgomery

Sr. Project Manager

Ten (10) years of experience in pipeline maintenance and rehabilitation. NASSCO certified PACP© technician

Jeremiah Pullinger

Project Manager

Two (2) years of experience in Marketing most of which was in a Marketing Director position. B.S. Degree in Marketing

Tom Ronan

Project Manager

Two (2) years of experience in Marketing most of which was in a Marketing Director position. B.S. Degree in Marketing

Dean Young

Field Operations Manager

Nine (9) years of experience in pipeline maintenance, cleaning and rehabilitation and NASSCO certified PACP© technician

Matthew Pounds

Service Superintendent

Seven (7) years of experience in pipeline cleaning and TV inspection, NASSCO certified PACP© technician

Bret O'Donnell

Technical Skill Coordinator

Seven years (7) of experience in pipeline maintenance and rehabilitation. NASSCO certified PACP© technician

Aaron Pollum Safety Manager	Three (3) years of experience as HAZMAT technician and industrial cleaning services. PEC certified SafeLand Instructor, and certified Smith System Driver Training Instructor. B.S. Degree in Safety Management
Brett Gess Safety/Trainer Supervisor	Fourteen (14) years of experience in pipeline maintenance and rehabilitation with extensive experience in pipeline cleaning and TV inspection, NASSCO certified PACP© technician; Safety
Gavin Lingenfelter Field Supervisor	Five years (5) of experience in pipeline cleaning and TV inspection,
Brian Minehart Lining Superintendent	Four years (4) of experience in pipeline maintenance & rehabilitation
Frank Bosancic Lining Foreman	Two years (2) of experience in pipeline maintenance & rehabilitation
Derek Kilgore Lining Foreman	Eight year (8) of experience in pipeline maintenance & rehabilitation
Jeff Morton Service Foreman	Two years (2) of experience in pipeline cleaning and TV inspection
Jim Hohman Service Foreman	One year (1) of experience in pipeline cleaning and TV inspection
Rick Garland Project Superintendent	Eleven years (11) of experience in pipeline cleaning and TV inspection
Diane Reiber Administrative Manager	Twenty one (21) years of experience in office management and Human Resource Services
John Lang Controller	Two (2) years of experience in Marketing most of which was in a Marketing Director position. B.S. Degree in Marketing
Stacy Leonard CCTV Processor	Eight (8) years as a NASSCO certified PACP©technician Quality Control & Processing
Jessica Seachrist CCTV Processor	One (1) year as a NASSCO certified PACP©technician Quality Control & Processing

Six (6) years as a NASSCO certified PACP©technician Quality Control & Processing

Jennifer Zapien CCTV Processor

	Contact Information - Contracts During 2013-2016	Ouring 2013-2016					
Owner Project	Owner Address	Engineer	Cor	Contract	Actual	Completion Date	Insight Job No
Name	Contact	Contact	2			Compication Date	444040
City of Mansfield Ohio	30 N. Diamond St., 6th Floor Manefield OH 44907		ۍ د	4,450.00 \$	4,425.00	2/6/2014	141010
Orange St. & 1st Ave P.O. 2014-0000635	Robert Bianchi 419-755-9702						C
CCTV Inspection 15-18" Sanitary Sewers P.O. 2014-00001528 P.O. 2014-00002057			\$ \$	38,000.00 \$ 32,200.00 \$	37,800.00	8/27/2014	141064 141064
Peters Twp. San. Auth. Cleaning and CCTV Inspection E. McMurray/ Center Church Road	111 Bell Dr. McMurray, PA Mark Chucuddy 724-941-6709			Φ.	13,496.00	2/18/2014	141011
Border Patrol	86180 Water Works Road		\$ 16	\$ 00.006,91	16,055.00	4/29/2014	141012
Turtle Creek Valley COG - Forest Hills	Hopedale, On 43970 Jeremy Yeager (740) 381-6621			7,650.00 \$	4,575.00	5/21/2014	141040
Pre/Post CCTV Inspection							
Konzel Construction Co. Monroe Street Lift Station - Butler Area Sewer Cleaning of Pump Station	1921 Powell Ave., Suite B Erie, PA 16506 Ben Konzel		\$	\$ 00:055'9	8,112.70	4/15/2014	141013
Borough of Dormont 2014 Preventive Maintenance Contract	1444 Hillsdale Ave. Pittsburgh, PA 15216 Wayne McVicar (412) 561-8900		\$ 4	44,804.45 \$	49,315.00	10/7/2014	141057
Ross Township 2014 CCTV Inspection Contract	100 Ross Municipal Dr. Pittsburgh, PA 15237 Doug Sample	Gateway Engineers 400 Holiday Dr., Suite 300 Pittsburgh, PA 15220 Phillip Strunk 412-921-4030	\$	\$ 661.00 \$	84,885.65	10/16/2014	141044
Elizabeth Township Happy Hollow CCTV 2014 Contract	2420 Greenock Buena Vista Rd. McKeesport, PA 15135	Gateway Engineers 400 Holiday Dr., Suite 300 Pittsburgh, PA 15220 Stacey L. Graf 412-921-4030	\$	\$ 00.002	59,878.20	11/10/2014	141049

Borough of Brentwood 2015 Cleaning & CCTV Inspection of Sanitary Sewers	3624 Brownsville Road Pittsburgh,k PA 15227 Vitali Alexandrov 412-884-1500		\$ 34,415.00	\$ 00	36,238.90	12/30/2015	151025
Ross Township 2015 CCTV Inspections / GIS Mapping	1000 Ross Municipal Dr. Pittsburgh, PA 15237 Doug Sample	Gateway Engineers 400 Holiday Dr., Suite 300 Pittsburgh, PA 15220 Phillip Strunk 412-921-4030	\$ 65,175.00	\$ 00	55,299.35	7/28/2015	151023
Borough of Bridgeville 2015 Sanitary Sewer CCTV Inspection & Cleaning	425 Bower Hill Road Bridgeville PA 15017	Gateway Engineers 400 Holiday Dr., Suite 300 Pittsburgh, PA 15220 Joseph Sites 412-921-4030	\$ 32,312.50	\$ 09	31,026.40	8/3/2015	151032
Borough of Versailles 2015 CCTV & Preventative Maintenance Program	5100 Walnut St. McKeesport, PA 15132 Reba Schultz 412-751-3922	Gateway Engineers 400 Holiday Dr., Suite 300 Pittsburgh, PA 15220 Michael Glister 412-921-4030	\$ 13,360.00	\$ 00	9,923.07	8/31/2015	151056
South Hills Area Council of Governments Jt. Municipal SHACOG Preventative Maintenance - Year 5	2600 Old Greentree Road, 2nd Fl. Scott Twp., PA 15106 Stanley Louis Gorski (412) 429-1130	Crafton Carnegie Emsworth Jefferson Hills Whitehall	\$ 196,571.50 \$ 47,885.40 \$ 42,866.95 \$ 8,589.70 \$ 27,859.35 \$ 56,320.25 \$ 12,976.25	50 70 55 55 55 55 55	33,768.53 42,881.03 9408.44 18,042.34 43,234.79	10/28/2015 11/13/2015 12/31/2015 1/20/2016 12/31/2015	151071
Butler Area School District Clean & CCTV Inspection Storm Line Butler Senior & Intermediate School Parking Lot Purchase Order #M-1516151	120 Campus Lane Butler, PA 16001 Glenn Terwilliger 724-214-3217		\$ 21,375.00	\$ 00	24,403.13	8/31/2015	151070

Borough of North Braddock 2015 Sewer Cleaning & CCTV	600 Anderson St. North Braddock, PA 15104	Glenn Engineering & Assoc. 14920 Route 30 North Huntingdon, PA 15642 Susan Glenn 412-824-5672	\$ 60,300.00	\$ 60,677.97	4/13/2016	151114
Township of Robinson Municipal Authority Cleaning & Televising in Keiners Lane Subsewershed	4200 Campbells Run Road Pittsburgh, PA 15205	NIRA Consultaing Engineers 950 Fifth Ave. Coraopolis, PA 15108 Doug Evans 412-262-3970	\$ 42,286.40	\$ 41,601.92	2/15/2016	15111.7
West View Water Authority 2015 Sewer Cleaning & CCTV	210 Perry Highway Pittsburgh, PA 15229	Glenn Engineering & Assoc. 14920 Route 30 North Huntingdon, PA 15642 Susan Glenn 412-824-5672	\$ 49,500.00	\$ 45,550.96	6/30/2016	151112
Borough of Swissvale 2015 Sewer Cleaning & CCTV	7560 Roslyn St. Pittsburgh, PA 15218	Glenn Engineering & Assoc. 14920 Route 30 North Huntingdon, PA 15642 Susan Glenn 412-824-5672	\$ 47,300.00	\$ 49,679.31	5/12/2016	151119
Borough of Turtle Creek 2015 Sewer Cleaning & Internal Pipeline Evaluation- CCTV	125 Monroeville Ave. Turtle Creek, PA 15145	Glenn Engineering & Assoc. 14920 Route 30 North Huntingdon, PA 15642 Susan Glenn 412-824-5672	\$ 36,060.00	\$ 36,625.41	8/12/2016	161003
Borough of Blawnox 2016 Sanitary Sewer System CCTV	376 Freeport Road Blawnox, PA 15238	Senate Engineering 420 William Pitt Way Pittsburgh, PA 15238 Rich Knapek 412-826-5454	\$ 15,310.85	\$ 13,556.17	4/15/2016	161026

Pleasant Hills Authority Lewis Run Interceptor Clean & Televising	610 Old Clairton Rd., Room 100 Pittsburgh, PA 15236	Gannett Fleming Foster Plaza8, Suite 400 730 Holiday Dr. Pittsburgh, A 15220 Robert Dengler 412-922-5575	\$ 21,668.75	161124
STILTEN, Ltd. Co Culvert Cleaning & Video Inspection Little Conemaugh & Stonycreek Rivers of Johnstown Levee/Floodwall	8131 Estes Glen Lane Houston, TX 7040 Ben Eaddy Operations Manager (855) 784-5836 x107	U.S. Army Engineer District, Pittsburgh Attn CELRP-RC-P W S Moorhead, Federal Bldg. 1000 Liberty Ave., Room 2203 Pittsburgh, PA 15222	\$ 145,275.00	161145

SUBCONTRACTORS LIST

2017 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.

NONE

If needed, please attach additional documents to this sheet.

AFFIDAVIT

To be filed in and executed if the contractor is a corporat	ion - N/A		
STATE OF			
COUNTY OF; ss:			
being duly sworn, deposes and says that he/she is Secreta	ary of		
a corporation organized and existing under and by virtue having its principal office at:	of the laws of the state of Ohio and		
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:			
2017 CCTV AND SANITARY SEWER	R CLEANING PROJECT		
for said corporation by virtue of: (state whether a provision of by-laws or resolution by bo	ard. If resolution give date of adoption).		
	Signature		
Sworn to before me and subscribed in my presence this _	day of, 2017.		
	Notary Public		
	My Commission Expires:		
	Seal:		



INSIGHT PIPE CONTRACTING, LLC

232 East Lancaster Road • Harmony, PA • 16037 PHONE: 724-452-6060 • FAX: 724-452-3226

September 6, 2016

To Whom It May Concern:

Michael A. McCollough has permission to sign on behalf of Insight Pipe Contracting, LLC.

Sincerely,

S. Michael Marburger

President

AFFIDAVIT ORC 5719.042

STATE OF PENNSYLVANIA
COUNTY OF Butter; ss:
The affiant being first duly sworn states that he or she is the Chief Estimator of Ansight Pipe Contracting, LLC Title and Name of Company
and that he/she or
Not charged at the time the bid for:
2017 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:
2017 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:
AFFIANT AND TITLE Michael A. McCollough Chief Estimator
Sworn to before me and subscribed in my presence this 22 ND day of February, 2017.
Notary Public Reiber
My Commission Expires:

Seal:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Diane N. Reiber, Notary Public
Lancaster Twp., Butler County
My Commission Expires Feb. 12, 2018

MEMBER, FENNSYLVANIA ASSOCIATION OF NOTARIES

NONCOLLUSION AFFIDAVIT

STATE OF PENNSYLVANIA	
STATE OF <u>FENNSYLVANIA</u> COUNTY OF <u>Butler</u> ; ss:	
Bid Identification:	
2017 CCTV AND SANITARY SEWER	CLEANING PROJECT
says that he is <u>hief Estimator</u> sole own of <u>NSight fipe Contracting</u> , <u>LC.</u> the party bid is not made in the interest of or on behalf of any undi association, organization, or corporation; that such BID that said BIDDER has not directly or indirectly induced a false or sham BID, and has not directly or indirectly cowith any BIDDER or anyone else to put in a sham BID, obidding; that said BIDDER has not in any manner, direct communication or conference with anyone to fix any over BID price, or of that of any other BIDDER, or to secure awarding the contract or anyone interested in the propose in such BID are true; and further, that said BIDDER has BID price or any breakdown thereof, or the contents ther relative thereto, or paid and will not pay any fee in conner partnership, company, association, organization, BID depthereof, of to any other individual except to such person financial interest with said BIDDER in his general busin	is genuine and not collusive or sham; or solicited any other BIDDER to put in alluded conspired, connived, or agreed or that anyone shall refrain from ally or indirectly, sought by agreement, or head, profit, or cost element of such any advantage against the OWNER and contract; that all statements contained not, directly or indirectly, submitted his reof, or divulged information or data action therewith, to any corporation, pository, or to any member or agent or persons as have a partnership or other
	Signed:
Michael A. McCollough Chief Estimator	Mechal C MUSS
Sworn to before me and subscribed in my presence this	22 Nb day of Tehruary, 2017.
	Notary Public COMMONWEALTH OF PENNSYLVANIA Notarial Seal Notarial Seal Notarial Seal Notarial Seal Notarial Seal Notary Public
	Lancaster Twp., Butler County My Commission Expires Feb. 12, 2018 Seal: MEMBER FENNSYLVANIA ASSOCIATION OF NOTARIES

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

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

Insight Pipe Contracting, LLC 232 E. Lancaster Road Harmony, PA 16037
(Name and Address of Contractor)

as Principal, and The Cincinnati Insurance Company
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:

2017 CCTV and Sanitary Sewer Cleaning Project

The penal sum referred to h	erein shall be the dollar amount of the Pri	incipal's bid to the Obligee,
incorporating any additive	or deductive alternate proposals made by	the Principal on the date
referred to above to the Ob	igee, 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.

PRINCIPAL: Insight Pipe Contracting, LLC
BY: Michael A. McCollough
Michael A. McCollough
Chief Estimator
BY: Attorney-in-fact Elaina M. McGrath
Attorney-in-ract Elaina M. McGrath

SIGNED AND SEALED this 24th day of February

SURETY COMPANY ADDRESS:	SURETT AGENT 5 ADDRESS
The Cincinnati Insurance Company	Dawson Insurance
Company Name	Agency Name
PO Box 145496	3900 Kinross Lakes Parkway
Street	Street
Cincinnati OH 45250	Richfield OH 44286
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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Kyp L. Ross; Jeremy S. Ball; David J. Black; Louis A. Colagrossi; Mark N. Coleman; Mary Ann Copley; Robert W. Lampus; Bruce W. Lockhart; Gary E. Roadruck; Linka V. Roeser; Kathy Van Tassel; Faith A. Studeny; Lori A. Proch; Stephanie A. Rook; Elaina M. McGrath; Teresa Bennett and/or Sue A. Brandal

its true and lawful Attorney(s)-in-Fact to sign, execute, seal of Rocky River, Granville, Sandusky & Ontario, Ohio and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company,"

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.

STATE OF OHIO COUNTY OF BUTLER THE CINCINNATI INSURANCE COMPANY

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

APPRESENTATION OF THE PARTY OF

) 55:

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this

BN-1005 (10/15)

CORPORATI SEAL



The Cincinnati Insurance Company * The Cincinnati Indemnity Company
The Cincinnati Casualty Company * The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY FINANCIAL STATEMENT DECEMBER 31, 2015

ASSETS

Cash	\$ 350,245,654
Bonds	5.317,509,438
Stocks	3,847,880,811
Agents Balance Receivable	1,488,420,069
All Other Admitted Assets	190,120,698
TOTAL ADMITTED ASSETS	\$11,194,176,670

LIABILITIES

Reserve for Losses and Loss Expense			\$4,160,506,314
Reserve for Unearned Premiums			2,079,433,143
All Other Liabilities			541,805,740
Capital	\$	3.586,355	1 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -
Surplus	4,	108,845,118	
			4,412,431,473

TOTAL LIABILITIES & EQUITY

4,412,431,473 \$11,194,176,670

State of Ohio County of Butler

Theresa A. Hoffer, Senior Vice President & Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2015 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer

Senior Vice President, Treasurer

Jennifer L. Scheid

Notary Fublic, State of Ohio My Commission Expires 01-16-2021

Subscribed and sworn before upe this 23rd day of February, 2016.

Office of Risk Assessment 50 West Town Street Third Floor - Suite 300 Columbus, Ohio 43215 (614)644-2658 Fax(614)644-3256 www.insurance.ohio.gov

Ohio Department of Insurance

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

Certificate of Compliance



Issued 06/30/2015 Effective 07/01/2015 Expires 06/30/2016

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

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

<u>CINCINNATI INSURANCE COMPANY, THE</u> certified in its annual statement to this Department as of December 31,2014 that it has admitted assets in the amount of \$11,017,151,254, liabilities in the amount of \$6,544,940,815, and surplus of at least \$4,472,210,439.

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

Mary Jaylor

Mary Taylor, Lt. Governor/Director

2017 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)

PROPOSAL

2017 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 for the sum of \$ to bidders.	according to the terms of the notice
Attached hereto is the bid guaranty/contract borfor the sum of \$ /47, 395. Lad to bidders.	nd executed by Michael A. McCollocal according to the terms of the notice
The names and residences of all persons and parties are: 5. Michael Marburger Name President	interested in the foregoing bid as principals 232 E. Lancaster Road Harmony, PA 110037 Address
Name	Address
Name	Address
************	*********
Michael A. McCollough	232 E. Zancaster Road. Harmony PA 110037 Business Address
Chief Estimator	

Signed this 22 Nd day of February, 2017.

Bid Tab

Name of Project: 2017 CCCTV and Sanitary Sewer Cleaning Project

Bid Opening: February 24, 2017

Contractor: Insight Pipe Contracting UC

Address: 332 E. Lancaster Road

Harmony, PA 16037

Phone Number: (724) 452-6060

Bid Iten	ns					
Bid Item	Spec Item	Description	Unit	Qty	Unit Price (Material and Labor)	Bid Price
1	624	Mobilization	LS	1	\$800.00	\$ 800 .00
2	614	Maintenance of Traffic	LS	1	1,000.00	\$ 1,000.00
3	SS-3	By-Pass Pumping (as directed)	HR	20	50.00	\$ 1,000.00
4	SS-4	8" Sewer Cleaning	LF	41,726	0.75	\$ 31,294.50
5	SS-4	10" Sewer Cleaning	LF	6,542	0.71	\$ 4,644.82
6	SS-4	12" Sewer Cleaning	LF	2,432	0.66	\$ 1,605.12
7	SS-4	15" Sewer Cleaning	LF	10,950	0.78	\$ 8,541.00
8	SS-4	18" Sewer Cleaning	LF	2,896	0.84	\$ 2,432.64
9	SS-4	21" Sewer Cleaning	LF	3,548	1.15	\$ 4,080.20
10	SS-4	24" Sewer Cleaning	LF	700	1.28	\$ 896.00
11	SS-4	Heavy Sewer Cleaning (as directed)	HR	80	66.00	\$ 5,280.00
12	SS-4	Root Removal/Chemical Treatment (as directed)	HR	40	201.00	\$ 8,040.00
13	SS-5	8" Sewer Video Recording	LF	41,726	0.92	\$ 38,387.9a
14	SS-5	10" Sewer Video Recording	LF	6,542	0.92	\$ 6,018.64
15	SS-5	12" Sewer Video Recording	LF	2,432	0.87	\$ 2,115.84
16	SS-5	15" Sewer Video Recording	LF	10,950	0.93	\$ 10,183.50
17	SS-5	18" Sewer Video Recording	LF	2,896	0.92	\$ 2,664.32
18	SS-5	21" Sewer Video Recording	LF	3,548	0.94	\$ 3,335.12
19	SS-5	24" Sewer Video Recording	LF	700	1.17	\$ 819.00
20	SS-5	Manhole Inspection including GPS Locate	EA	269	53.00	\$ 14,257.00

TOTAL: \$ 147, 395.62

Appendix D

Contract

CONTRACT

2017 CCTV AND SANITARY SEWER CLEANING PROJECT

This Contract made this day of	, 20, by and between the City of
Gahanna, Ohio, Party of the First Part, and:	
(Party of t	he Second Part)
•	,
WITNESSETH:	
all equipment, labor, materials, and construction notices according to the advertisement, specificand contract, therefore which are on file in the building of the City of Gahanna, Ohio, and who contract and attached hereto. All of the materials and specifications and to the satisfaction	ications, proposal, bid guaranty and contract bond, e Department of Public Service of the municipal
things herein, agrees that it will pay to said Pa	the full and faithful performance of all singular arty of the Second Part the prices and sums said City upon estimates allowed by the Engineer
IN TESTIMONY WHEREOF, the said parties above written.	s hereunto set their hands the day and year first
ATTEST:	CITY OF GAHANNA, OHIO
	THOMAS R. KNEELAND 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).

	Party of the Second Part
	Signature
	Printed Name
	Fillited Name
	Title
	Address
	City/State/Zip
I, Joann Bury, hereby certify that funds for this Contract a collection.	are available and/or in the process of
concention.	
	JOANN BURY
	Director of Finance
I, Shane Ewald, hereby approve the form and correctness Contract.	of the foregoing Contract Bond and
	SHANE EWALD
	City Attorney