

General Info

Total:

\$227,863.10

Number	Description
2020 CCTV and Sanitary Sewer Cleaning Program	Cleaning and video recording approximately 79,511 linear feet of sanitary sewer pipe varying in size from 8 - 21 inches in diameter and inspection of 399 manholes.
Deadline	Allows zero unit prices and labor
05/29/2020 03:00 PM UTC	Yes
Vendor	Allows negative unit prices and labor
Pipetek Infrastructure Services	No
Submitted	
05/28/2020 02:11 PM UTC	
Signed by	
Kyle Dehne	
Opened	
05/29/2020 03:02 PM UTC By jill.webb@gahanna.gov	

VENDOR RESOURCES

Vendor Resources Page
Informational page containing instructional videos for vendors.

BidExpress Customer Support Team
Customer support contact. Available Monday-Friday from
7:00am-8:00pm eastern time.

PREVAILING WAGE RATES

State Labor Standard Provisions and State Wage Decisions are **not** applicable to this project.

ATTACHMENT LIST

Notice to Bidders_2020 CCTV.pdf (16.4 KB)

Information and Requirements for Bidders.pdf (85 KB)

Supplemental Specifications.pdf (121 KB)

Maps and Detail Sheets.pdf (14.1 MB)

Bid Guaranty and Contract Bond.pdf (10.8 KB)

Owner Contractor Agreement and Admin Docs.pdf (579 KB)

City of Columbus CMS Supplement.pdf (21.7 KB)

CONTRACTOR'S QUALIFICATION STATEMENT

The bidder is required to state the following in full detail as will enable the Director of Public Service and Engineering and Council of the City of Gahanna to judge its responsibility, experience, skill and financial standing to meet the obligations of the Contract.

ORGANIZATION:

(a) Number of years your organization has been in business as a Contractor: *

Five (5) Years.

(b) Number of years your organization has been in business under its present business name. List any other or former names your organization has operated under. *

Five (5) Years.

(c) If your organization is a corporation, list the following: date of incorporation, state of incorporation, President's name, Vice President's name(s), Secretary's name and Treasurer's name. If not applicable, state "not applicable." *

Not applicable.

(d) If your organization is a partnership, list the following: date of organization, type of partnership (if applicable) and name(s) of general partner(s). If not applicable, state "not applicable." *

6/10/2016
Kyle N. Dehne is the Managing Member and Managing Director.
Robert Lodge is the other partner.

(e) If your organization is individually owned, list the following: date of organization and name of owner. If not applicable, state "not applicable." *

Not applicable.

(f) If the form of your organization is other than those listed above, describe it and name the principals. If not applicable, state "not applicable." *

Not applicable.

LICENSING:

(a) List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. *

Our organization is certified by NASSCO - National Association of Sewer Service Companies, to perform Sewer Inspections across North America.

(b) List jurisdictions in which your organization's partnership or trade name is filed. *

Our organization is filed with the state of Michigan.

EXPERIENCE:

(a) List the categories of work that your organization normally performs with its own forces. *

Mainline Sewer Cleaning, Mainline Sewer Inspections, Manhole Cleaning, Manhole Inspections, Lateral Inspections, Lateral Cleaning, Mainline Spot Repairs, Catch Basin Cleaning, post inspection rehab assessment, and Traffic Control.

(b) List all details of any work your organization has failed to complete. If none, state "none." *

None

(c) List any Claims that your organization or any of its officers have initiated, any Claims initiated against your organization or any of its officers, any mediation or arbitration proceedings or lawsuits related to any contract your organization or any of its officers have been involved in or is currently involved in, or any judgements or awards outstanding against your organization or any of its officers within the last five (5) years. Please give details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome. If none, state "none." *

None

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a contract.

(d) List any officer or principal of your organization that has ever been an officer or principal of another organization when it failed to complete a contract within the last five (5) years. Please give details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed. If none, state "none." *

None

(e) List contracts your organization has in progress with an original contract sum of more than \$100,000.00, giving the name of contract, owner and its telephone number, design professional and its telephone number if applicable, contract amount, percent complete and scheduled completion date. State total amount of work in progress and under contract. If none, state "none." *

City of Dearborn Heights, MI – Year 2 of 4
Sewer Cleaning and NASSCO PACP CCTV Investigation, Grease / Root Control, CIPP Point Repairs, Catch Basin Cleaning, Emergency Services
~ 250,000 linear feet of storm, sanitary and combined
Contract total: \$1,481,000.00
Contract Contact: Dave Borowski 313-791-6007

City of Utica SAW Sewer Cleaning and Televising
Sanitary & Storm Cleaning and NASSCO PACP CCTV Investigations, Traffic Control, GIS Services
~ 90,600 linear feet of sanitary
~ 39,000 linear feet of storm
Contract total: \$329,364.55
Contract Contact: Helen Davis 248-454-6330

Macomb Township, MI – Year 2 of 2
Sewer Cleaning and NASSCO PACP CCTV Investigation
~ 515,800 linear feet of sanitary
Contract total: \$974,155.00
Contract Contact: Frank Varicalli 586-726-1234

City of Detroit Water and Sewerage Department – DWS 909
Sewer condition assessment services in various locations throughout City of Detroit
~ 179,660 linear feet of sewer cleaning
~ 371,673 linear feet of NASSCO PACP inspection
~ 802 MACP level 2 inspection
Contract total: \$2,965,000.00

City of Detroit Water and Sewerage Department – DWS 910
Sewer condition assessment services in Hubbard Farms, Hubbard Richard, West Side Industrial, Midtown & North Corktown
~ 101,788 linear feet of sewer cleaning
~ 342,390 linear feet of NASSCO PACP inspection
~ 1,990 MACP level 2 inspections
Contract total: \$3,007,120.00

City of Farmington Hills, MI - Year 2
As needed Storm & Sanitary Sewer Cleaning and NASSCO PACP CCTV Investigation, seasonal Catch Basin Cleaning, Spot Repairs, emergency services
Contract Amount: \$150,000.00 approximately
Contract Contact: Kevin McCarthy 248-871-2530

Wayne County, MI – Year 2 of 3
Emergency Sewer Cleaning and CCTV Services, routine storm and sanitary cleaning, traffic control, hydro-excavation, catch basin cleaning, waste hauling & disposal.
Contract Amount: \$1,280,764.00
Contract Contact: Richard Hodges 734-955-2351

Consumers Energy – Year 2 of 3
Sewer Service locates, lateral launch of sanitary & storm sewer, push cam inspection, utility locating for Gas Line installs and repairs, Sewer Locate Swing-ties and GIS.
Contract amount: \$500,000 approximately
Contract Contact: Tonya Hardy 517-374-2181

Oakland County Road Commission, MI – Year 2
Storm sewer cleaning services and catch basin cleaning along Oakland County roads
Contract amount: \$240,000.00 annually
Contract Contact: Steve Printz 248-881-2167

City of Detroit Water and Sewerage Department – Year 1 of 2
On-call emergency sewer jetting and cleaning, catch basin cleaning, catch basin repair
Contract Amount: \$250,000.00
Contract Contact: Trevone Perkins 313-999-4761

City of Warren, MI – Year 2
Routine cleaning and NASSCO PACP sewer inspection, emergency services, traffic control, mapping/GIS, LACP inspections.
Contract Amount \$250,000 annually
Contract Contact: David Wirth 586-759-2390

City of Center Line, MI – Year 2 of 2
Sewer Cleaning and NASSCO PACP CCTV Investigation, Traffic Control, Root Cutting
Contract Amount: \$185,000.00 annually
Contract Contact: Frank Varicalli 586-726-1234

(f) Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the contract sum is fifty percent (50%) or more of the bid amount for this Contract, including add alternates: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number. *

- Macomb Township, MI
 - o ~ 200,000 ft of sanitary cleaning and NASSCO inspection
 - o Approximately \$475,000.00
- City of Fraser, MI
 - o ~ 68,000 ft of sanitary cleaning and NASSCO inspection
 - o Approximately \$100,000
- City of Centerline, MI
 - o ~ 92,000 ft of sanitary cleaning and NASSCO inspection
 - o Approximately \$184,000
- City of Dearborn Heights, MI
 - o ~ 200,000 ft of sanitary cleaning and NASSCO inspection
 - o Storm Sewer cleaning, catch basin and siphon
 - o Emergency Services
 - o Approximately \$400,000
- City of Woodhaven, MI
 - o 15,000 ft of large diameter storm cleaning and inspection
 - o Approximately \$140,000
- City of Farmington Hills, MI
 - o As needed sewer cleaning and inspection – storm & sanitary
 - o Routine catch basin cleaning, approximately 750 per year
- City of Anderson, SC
 - o 70,900 ft of sanitary sewer cleaning and NASSCO inspection
 - o 550 level 2 manhole inspection, pole zoom camera of high flow areas
 - o Approximately \$215,000
- City of Gahanna, OH
 - o 81,000 ft of sanitary sewer cleaning and NASSCO inspection – easements
 - o 353 manhole inspection
 - o Approximately \$200,000
- City of St. Clair Shores, MI
 - o 350,000 ft of sanitary cleaning and NASSCO inspection
- City of Monroe, MI
 - o 100,000 ft of sanitary cleaning and NASSCO inspection
 - o Larger diameter, heavy cleaning

Note: If there are more than ten (10) of these contracts, only provide information on the most recent ten (10) contracts, including current contracts.

(g) Provide the following information for each contract your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's contract: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number. *

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Contract amount: \$500,000 approximately
Contract Contact: Tonya Hardy 517-374-2181

Note: If there are more than five (5) of these contracts, only provide information on the most recent five (5) contracts, including current contracts.

(h) State the average annual amount of contracts your organization has performed during the last five (5) years. *

\$5,000,000.00

(i) If any of the following members of your organization's management, president, chairman of the board, or any director, operates or has operated another company during the last five (5) years, identify the member of management and the name of the company. If none, state "none." *

None.

(j) If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none." *

None.

(k) If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If not applicable, state "not applicable." *

Not applicable.

(l) List the education, training and experience for each person who will fill a management role on the Contract, including without limitation the Contract Executive, Contract Manager and Contract Superintendent. For each person listed, include with the other information the last three contracts on which the person worked and the name and telephone number of the owner. *

1) Kyle N. Dehne - Managing Director
Bachelor's and Master's from Grand Valley State University
13 years of industry experience
Recent Contracts: DWSD (City of Detroit), Wayne County, Consumers Energy
PACP, MACP, LACP Certified
NASSO Member: Co-Chair of Health and Safety Committee, Member of Operations/Maintenance and Workforce Development Committees

2) Mike Hagan
Bachelor's in Civil Engineering from Michigan State University
Five Years Industry Experience
Recent Contracts: Dearborn Heights, City of Utica, City of South Lyon
PACP, MACP, LACP Certified
NASSCO Member

3) Tyler Lewis - Crew Leader
PACP, MACP, LACP Certified
Seven Years Industry Experience
Ran the City of Gahanna Project in 2019
Recent Contracts: City of Westland, Milwaukee (MMSD), Wisconsin, Consumers Energy

REFERENCES:

(a) List all trade references. *

- Bell Equipment
 - o Chris Baldas
 - ? cbaldas@bellequip.com
 - ? 248-697-1131
- Visual Imaging Resources
 - o Doug Kamienecki
 - ? doug@visualimagingresources.com
 - ? 248-207-8430
- Vacuum Truck Rentals
 - o Mike Suiter
 - ? msuiter@vactruckrental.com
 - ? 248-660-7649
- Pipelogix
 - o Jeremy Wagner
 - ? Jeremy.wagner@pipelogix.com
 - ? 760-409-2502

(b) List all bank references. *

- JP Morgan Chase Bank, Plymouth Location, 235 N Sheldon
(734) 454-7759
- Infrastructure Equipment Leasing, 107 S. Main Street, Plymouth, MI 48170
Terry Conway
(734) 516-2492

(c) List the name of your surety bonding company along with the name and address of your surety agent. *

The Guarantee Company of North America
One Town Square, Suite 1470
Southfield, Michigan 48076
Ron Barry

FINANCING:

(a) Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses), net fixed assets, other assets, current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes) and other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings). **(To upload - Refer to Financial Statements Upload area after the Contractor's Qualification Statement of this solicitation).**

(b) List the name and address of the firm preparing attached financial statement, and date thereof. *

Swad & Company
38701 7 Mile Road
Suite 245
Livonia, MI 48152

(c) State if the attached financial statement for the identical organization is named on page one. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary). *

Yes.

(d) State if the organization whose financial statement is attached will act as guarantor of the Contract. *

Yes.

CERTIFICATION:

The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

Company Name: *

Pipetek Infrastructure Services

Signature: *

Kyle N. Dehne

Date: *

5/26/20

Printed Name and Title: *

Kyle N. Dehne - Owner / Managing Director

CONTRACTOR'S QUALIFICATION STATEMENT (FINANCIAL STATEMENT UPLOAD)

Name	Omission Terms	Submitted File
Financial Statement Upload Financial Statement Upload		Pipetek FS 12.31.18 (issued) signed.pdf
1 Required Document		

CONTRACTOR'S QUALIFICATION STATEMENT (ADDITIONAL MATERIAL)

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Additional Material Upload #1 Optional Upload as Needed (10MB limit)		Copy of Fleet list 5-26-2020.pdf
Additional Material Upload #2 Optional Upload as Needed (10MB limit)		Pipetek LLC - Profit & Loss - December 2019 (YTD).pdf
Additional Material Upload #3 Optional Upload as Needed (10MB limit)		Pipetek LLC - Balance Sheet - December 2019.pdf
3 Required Documents		

SUBCONTRACTORS LIST

The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by subcontractors in this Contract, including approximate percentage of the Contract cost by subcontractor. If no subcontractors are to be used, so state. *

Pipetek does not plan to use subcontractors on this project, and we have not during work performed in 2018 and 2019 for the City of Gahanna.

Note: The bidder shall perform within its own organization, work amounting to not less than fifty percent (50%) of the total Contract cost.

CORPORATE AFFIDAVIT

Optional: Vendor is not required to complete.

To be filled in and executed if the contractor is a corporation.

State of: *

No bid

County of (ss): *

No bid

_____ ,
being first duly sworn, *

No bid

deposes and says that he or she is Secretary of

_____, *

No bid

a corporation organized and existing under and by virtue of the laws of the state of

_____, *

No bid

and having its principal office at

_____ (Address), *

No bid

(City), *

No bid

(County), *

No bid

(State). *

No bid

Affiant further says he or she is familiar with the records, minutes, books and by-laws of the _____
(Name of Corporation). *

No bid

Affiant further says that

_____ (Name of Officer), *

No bid

(Title) *

No bid

of the Corporation is duly authorized to sign the Contract for the
_____ **(Contract) ***

No bid

for said Corporation by virtue of _____ **(state whether a provision of by-laws or a resolution of the Board of Directors), ***

No bid

_____ **(if by resolution, give date of adoption).**

No bid

Signature: *

No bid

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT (O.R.C. § 5719.042)

State of: *

Michigan

County of (ss): *

Wayne

_____, **Affiant, ***

Kyle N. Dehne

being first duly sworn, deposes and says:

1. I am the (Title): *

Owner - Managing Director

of (Contractor): *

Pipetek Infrastructure Services

2. The Contractor's offices are located at: *

861 William, Plymouth, MI 48170

3. I am the Contractor's duly authorized representative for making this affidavit.

4. Effective this _____ day: *

27th

of _____: *

May

20 _____: *

2020

the Contractor _____ with delinquent personal property taxes on the general list of personal property in any Ohio county. *

is not charged

delinquent personal property taxes:

County:

Amount (include total amount, with penalties and interest thereon):

County:

Amount (include total amount, with penalties and interest thereon):

County:

Amount (include total amount, with penalties and interest thereon):

County:

Amount (include total amount, with penalties and interest thereon):

Signature: *

Kyle N. Dehne

NONCOLLUSION AFFIDAVIT

State of: *

Michigan

County of (ss): *

Wayne

Contractor, *

Kyle N. Dehne

being first duly sworn, deposes and says that he or she is

*

a partner

of

(company name), *

Pipetek Infrastructure Services

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the Owner awarding the Contract to anyone interested in the proposed Contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in its general business.

Signature: *

Kyle N. Dehne

ESCROW WAIVER

Contractor, *

Pipetek Infrastructure Services

agrees to abide by City of Gahanna Ordinance No. 0077-2017. Pursuant to such ordinance and the City's home rule authority, Contractor waives the requirements of Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code that an escrow account be established relating to the Contract and that interest be paid on retainage.

Signature: *

Kyle N. Dehne

BID GUARANTY AND CONTRACT BOND & SURETY UPLOADS

Name	Omission Terms	Submitted File
Bid Guaranty and Contract Bond Bid Guaranty and Contract Bond (Form located in Attachement List)		Bid Guaranty and Contract Bond Packet - Signed 5-27-20.pdf
Surety Company's Power of Attorney Power of attorney for surety company		Power of Attorney - Bonding.pdf
Surety Company's Financial Statement Financial statement for surety company		Financial Statement - Bonding.pdf
Surety Company's Certificate of Complaine from the Ohio Department of Insurance Certificate of complaine from the Ohio Department of Insurance for surety company		Ohio Cert of Compliance.pdf
4 Required Documents		

Having carefully reviewed the Information and Requirements for Bidders, Drawings, Specifications and other Contract Documents for the Project including having also received, read, and taken into account any Addenda and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Information and Requirements for Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Owner-Contractor Agreement, General Conditions of the Contract (EJCDC C-700, 2013) (as modified), Drawings, Project Specifications, and all other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

BONDS AND CONTRACT: If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Information and Requirements for Bidders.

COMPLETION OF WORK: In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to substantially complete its Work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the Brands or Standards specified.

NOTE C: If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.

INSTRUCTIONS FOR SIGNING

A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.

B. The person signing for a partnership must be a partner or his authorized representative.

C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.

D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

Legal Name of Bidder: *

Pipetek Infrastructure Services

Bidder is: *

partnership

Name and Title of Person Legally Authorized to Bind Bidder to a Contract: *

Kyle N. Dehne - Owner / Managing Director

Address: *

861 William, Plymouth, MI 48170

Telephone Number: *

(248) 880-6965

Fax Number:

Federal Tax ID Number: *

81-3091131

Signature: *

Kyle N. Dehne

Date: *

5/26/20

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name and Address:

Kyle Dehne - 861 William, Plymouth, MI 48170

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below: 1

Name and Address:

Robert Lodge - 12119 Levan Rd, Livonia, MI 48150

BID FORM (INSTRUCTIONS)

Include the cost of all labor and material for the bid items listed below. Bidder is to fill in all blanks related to the bid items for which a bid is being submitted. If there is a difference between the total bid amount and the total of the individual amounts for labor and materials stated under a bid item, the total of the individual amounts shall be the amount deemed to be inserted in the blank for the total labor and materials for each bid item. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words.

For items the City designates as alternate, enter a negative value if it is to be deducted from the Base Bid. Otherwise the item(s) will be included as an addition to the base bid. If opting out of bidding an alternate item, check mark the box in the optional column located to the left of the item to insert the words "No Bid".

BID FORM

\$227,863.10

REF #	ITEM #	DESCRIPTION	QTY	UNIT	MATERIAL	LABOR	Extension
Alternates are not included in bid total.							
1	624	Mobilization	1.00	LS	\$0.00	\$10,000.00	\$10,000.00
2	SS-3	By-Pass Pumping (as directed)	20.00	HR	\$0.00	\$50.00	\$1,000.00
3	SS-4	8" Sewer Cleaning	66,231.00	LF	\$0.00	\$1.00	\$66,231.00
4	SS-4	10" Sewer Cleaning	2,047.00	LF	\$0.00	\$1.00	\$2,047.00
5	SS-4	12" Sewer Cleaning	929.00	LF	\$0.00	\$1.00	\$929.00
6	SS-4	15" Sewer Cleaning	6,748.00	LF	\$0.00	\$1.00	\$6,748.00
7	SS-4	18" Sewer Cleaning	2,969.00	LF	\$0.00	\$1.00	\$2,969.00
8	SS-4	21" Sewer Cleaning	587.00	LF	\$0.00	\$1.00	\$587.00
9	SS-4	Heavy Sewer Cleaning (as directed)	80.00	HR	\$0.00	\$50.00	\$4,000.00
10	SS-4	Root Removal/Chemical Treatment (as directed)	40.00	HR	\$0.00	\$50.00	\$2,000.00
11	SS-5	8" Sewer Video Recording	66,231.00	LF	\$0.00	\$1.10	\$72,854.10
12	SS-5	10" Sewer Video Recording	2,047.00	LF	\$0.00	\$1.10	\$2,251.70
13	SS-5	12" Sewer Video Recording	929.00	LF	\$0.00	\$1.10	\$1,021.90
14	SS-5	15" Sewer Video Recording	6,748.00	LF	\$0.00	\$1.10	\$7,422.80
15	SS-5	18" Sewer Video Recording	2,969.00	LF	\$0.00	\$1.10	\$3,265.90
16	SS-5	21" Sewer Video Recording	587.00	LF	\$0.00	\$1.10	\$645.70
17	SS-5	Manhole Inspection Including GPS	399.00	EA	\$0.00	\$110.00	\$43,890.00
							Total: \$227,863.10

PIPETEK INFRASTRUCTURE SERVICES, LLC

(A Michigan Limited Liability Company)

FINANCIAL STATEMENTS

December 31, 2018

SWAD & COMPANY

*Certified Public Accountants
Management Consultants*

38701 Seven Mile Road - Suite 245 • Livonia, Michigan 48152 • Phone: (734) 462-9333 • FAX: (734) 462-1406

EDMOND A. SWAD, JR., C.P.A.
GARY M. BLANCK, C.P.A.

JUDY A. BONDARENOK, C.P.A.
MICHAEL R. JUAREZ, C.P.A.
BRANDON C. OWEN, C.P.A.

ROBERT J. ROZYCKI, C.P.A.
RUTHANN E. SWANSON, C.P.A.

Members

Pipetek Infrastructure Services, LLC
861 William St.
Plymouth, MI 48170

Management is responsible for the accompanying financial statements of Pipetek Infrastructure Services, LLC, a Michigan Limited Liability Company, which comprise the balance sheet as of December 31, 2018, and the related statements of operations and members' equity and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.



SWAD & COMPANY
Certified Public Accountants

Livonia, Michigan
May 22, 2019

PIPETEK INFRASTRUCTURE SERVICES, LLC

BALANCE SHEET

December 31, 2018

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$	19,737
Accounts Receivable		1,268,736
Costs and Estimated Earnings in Excess of Billings		100,714
Prepaid Expenses		29,268
		<hr/>
Total Current Assets		1,418,455

PROPERTY AND EQUIPMENT

Construction Equipment	\$	1,844,167
Furniture and Fixtures		5,000
Transportation Equipment		150,607
		<hr/>
		1,999,774
Less: Accumulated Depreciation		(392,735)
		<hr/>
		1,607,039
Notes Receivable, Members		11,077
		<hr/>
	\$	<u>3,036,571</u>

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES

Notes Payable, Other	\$	35,424
Capital Lease Obligations		342,773
Accounts Payable		178,712
Credit Cards Payable		73,030
Billings in Excess of Costs and Estimated Earnings		8,333
Accrued Other Expenses		66,729
		<hr/>
Total Current Liabilities		705,001

LONG - TERM LIABILITIES

Notes Payable		
Pipetek Infrastructure Services, Inc.	\$	578,176
Other		94,678
		<hr/>
Capital Lease Obligations		963,178

MEMBERS' EQUITY

Members' Equity		<hr/>
		695,538
	\$	<u>3,036,571</u>

PIPETEK INFRASTRUCTURE SERVICES, LLC

STATEMENT OF OPERATIONS

For the Year Ended December 31, 2018

Revenues	\$ 4,665,001
Cost of Revenues	<u>3,170,087</u>
GROSS PROFIT	1,494,914
General and Administrative Expenses	<u>779,757</u>
OPERATING INCOME	715,157
Other Expense, Interest	<u>(98,619)</u>
NET INCOME	<u><u>\$ 616,538</u></u>

See Accompanying Notes and Accountant's Report

SWAD & COMPANY *Certified Public Accountants*

PIPETEK INFRASTRUCTURE SERVICES, LLC
STATEMENT OF MEMBERS' EQUITY
For the Year Ended December 31, 2018

Beginning Balance	\$ 199,000
Net Income	616,538
Members' Withdrawals	<u>(120,000)</u>
Ending Balance	<u><u>\$ 695,538</u></u>

PIPETEK INFRASTRUCTURE SERVICES, LLC

STATEMENT OF CASH FLOWS

For the Year Ended December 31, 2018

CASH FLOW FROM OPERATING ACTIVITIES

Net Income	\$	616,538
Adjustments to Reconcile Net Income to Net Cash Used For Operating Activities		
Depreciation Expense	\$	344,509
Changes in Operating Assets and Liabilities		<u>(605,719)</u>
TOTAL ADJUSTMENTS		<u>(261,210)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		355,328

CASH FLOW USED FOR INVESTING ACTIVITIES

Equipment Purchases	(77,022)
---------------------	----------

CASH FLOW FROM FINANCING ACTIVITIES

Net Advances on Notes Receivable, Members	(1,578)
Net Proceeds from Note Payable, Pipetek Infrastructure Services, Inc.	130,688
Principal Payments on Note Payable, Member	(53,397)
Principal Payments on Capital Lease Obligations	(296,702)
Principal Payments on Notes Payable, Other	(21,309)
Members' Withdrawals	<u>(120,000)</u>
NET CASH USED FOR FINANCING ACTIVITIES	<u>(362,298)</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS (83,992)

CASH AND CASH EQUIVALENTS - JANUARY 1, 2018 103,729

CASH AND CASH EQUIVALENTS - DECEMBER 31, 2018 \$ 19,737

See Accompanying Notes and Accountant's Report

SWAD & COMPANY *Certified Public Accountants*

PIPETEK INFRASTRUCTURE SERVICES, LLC

STATEMENT OF CASH FLOWS

For the Year Ended December 31, 2018

CHANGES IN OPERATING ASSETS AND LIABILITIES

Accounts Receivable	\$ (613,150)
Costs and Estimated Earnings in Excess of Billings	(95,184)
Prepaid Expenses	(6,500)
Accounts Payable	1,220
Credit Cards Payable	65,853
Accrued Other Expenses	33,709
Billings in Excess of Costs and Estimated Earnings	8,333
	<u>\$ (605,719)</u>

SUPPLEMENTAL CASH FLOW INFORMATION

Cash Paid During the Year For Interest Expense	<u>\$ 98,619</u>
--	------------------

NONCASH INVESTING AND FINANCING ACTIVITIES

Capital Lease Obligations was Incurred when the Company Entered Into Leases for New Equipment	<u>\$ 985,761</u>
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See Accompanying Notes and Accountant's Report

SWAD & COMPANY *Certified Public Accountants*

PIPETEK INFRASTRUCTURE SERVICES, LLC
Selected Information - Substantially All Disclosures Required
By Generally Accepted Accounting Principles Are Not Included
December 31, 2018

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Pipetek Infrastructure Services, LLC is a pipe inspection and cleaning service contractor located in southeastern lower Michigan.

Income Taxes

Pipetek Infrastructure, LLC is treated as a partnership for federal income tax purposes and does not incur federal income taxes. Instead, its earnings and losses are included in the personal returns of its members.

NOTE 2 - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs Incurred on Uncompleted Contracts	\$ 750,000
Estimated Earnings	<u>52,381</u>
	802,381
Less: Billings to Date	<u>710,000</u>
	<u>\$ 92,381</u>
Included in the Accompanying Balance Sheet Under the Following Caption:	
Costs and Estimated Earnings in Excess of Billings	\$ 100,714
Billings in Excess of Costs and Estimated Earnings	<u>(8,333)</u>
	<u>\$ 92,381</u>

See Accountant's Report

SWAD & COMPANY *Certified Public Accountants*

ADDITIONAL INFORMATION

SWAD & COMPANY

*Certified Public Accountants
Management Consultants*

38701 Seven Mile Road - Suite 245 • Livonia, Michigan 48152 • Phone: (734) 462-9333 • FAX: (734) 462-1406

EDMOND A. SWAD, JR., C.P.A.
GARY M. BLANCK, C.P.A.

JUDY A. BONDARENOK, C.P.A.
MICHAEL R. JUAREZ, C.P.A.
BRANDON C. OWEN, C.P.A.

ROBERT J. ROZYCKI, C.P.A.
RUTHANN E. SWANSON, C.P.A.

Members

Pipetek Infrastructure Services, LLC
861 William St.
Plymouth, MI 48170

Our report on our compilation of the basic financial statements of Pipetek Infrastructure Services, LLC for the year ended December 31, 2018, appears on the page immediately preceding the balance sheet. The additional information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The additional information was subject to our compilation engagement. We have not audited or reviewed the additional information and do not express an opinion, a conclusion, nor provided any assurance on such information.



SWAD & COMPANY
Certified Public Accountants

Livonia, Michigan
May 22, 2019

PIPETEK INFRASTRUCTURE SERVICES, LLC

SCHEDULE OF COST OF REVENUES

For the Year Ended December 31, 2018

Depreciation	\$	344,509
Direct Labor		1,139,006
Disposal Fees		25,839
Equipment Rental		528,917
Insurance		132,911
Materials		74,291
Repairs and Maintenance		571,487
Small Tools and Equipment		39,610
Subcontractors		95,144
Transportation		210,093
Travel		8,280
		<hr/>
	\$	<u>3,170,087</u>

See Accountant's Report on Additional Information

SWAD & COMPANY *Certified Public Accountants*

PIPETEK INFRASTRUCTURE SERVICES, LLC
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
For the Year Ended December 31, 2018

Advertising	\$ 561
Bank Service Charges	1,445
Charitable Contributions	5,200
Payroll Taxes	113,026
Insurance	130,378
Licenses and Permits	8,595
Meals and Entertainment	12,207
Office Expenses	87,087
Postage and Delivery	3,452
Professional Fees	13,834
Rent	71,672
Repairs and Maintenance	3,082
Salaries and Wages	249,863
Telephone	1,333
Training	4,391
Travel	<u>73,631</u>
	<u>\$ 779,757</u>

Combination Sewer Cleaners					
Fleet #	Vehicle	Model	Year	VIN	Equipment
MI-COM1-16	Vactor Plus 2112	WesternStar	2016	5KKHAXCYXGPR4024	Combination Sewer Cleaner - PD - 80GPM
MI-COM2-16	Vactor Plus 2112	WesternStar	2016	5KKHAXCYXGLHG6057	Combination Sewer Cleaner - PD - 80GPM
MI-COM3-16	Vactor Plus 2112	WesternStar	2016	5KKHAXCY6GPHL4445	Combination Sewer Cleaner - PD - 80GPM
MI-COM4-17	Vactor Plus 2112	WesternStar	2017	5KKHAXCY8HPHL8689	Combination Sewer Cleaner - PD - 80GPM
MI-COM5-14	Vactor Plus 2115	Freightliner	2014	3ALHG3DV9EDFX5614	Combination Sewer Cleaner - PD - 80GPM
MI-COM6-16	Vacall	Freightliner	2016	1FVHG3DV5GHHF4690	Combination Sewer Cleaner - PD - 80GPM
MI-COM7-17	Aquatech	International	2017	3HAWGTAR7JL426501	Combination Sewer Cleaner - PD - 60GPM
MI-COM8-95	Aquatech - Small	Ford F80	1995	1FDWF80C9SVA43593	Combination Sewer Cleaner - PD
MI-COM9-00	Vactor Fan Unit 2115	Mack	2000	1M2P264C1YM029443	Combination Sewer Cleaner - Dual Fan Aux Engine
MI-COM10-99	Vactor Fan Unit 2115	Sterling	1999	2FZNRJCBXAA31985	Combination Sewer Cleaner - Single Fan Aux Engine
MI-COM11-07	Vactor Classic 2115	International	2007	1HTWXSAT07J399462	Combination Sewer Cleaner - PD - 80GPM
VC104	Vactor Classic 2115	International	2008	1HTWXSAT27J399463	Combination Sewer Cleaner - PD - 80GPM
Aquastar 6	Kaiser	Peterbilt	2019	1NPCLP0X7KD435189	Combination Sewer Cleaner - LR-85GPM
Aquastar 4	Kaiser	Peterbilt	2019	1NPCLP0X7KD435161	Combination Sewer Cleaner - LR - 138GPM
Maxxx 2501	Camel Maxxx	Freightliner	2019	1FVHG3DV6JHS7641	Combination Sewer Cleaner - PD - 80GPM
Jet Trucks / Trailers					
MI-JT1-01	Vactor RamJet	Freightliner FL80	2001	1FVABXBSX1HJ99331	RamJet Sewer Cleaner
CCTV Trucks					
MI-PT1-14	Camera Van	Ram Promaster 1500	2014	3C6TRVAG8EE118198	IBAK Mainline
MI-PT2-16	Camera Box Truck	Ford E350	2016	1FDWE4F3GDC08273	IBAK Fiber Main & Lateral
MI-PT3-17	Camera Box Truck	Ford E350	2017	1FDW3F5SHDC02256	IBAK Main & Lateral
MI-PT4-17	Camera Van	Ram Promaster 1500	2017	3C6TRVNG1HE518084	Envirosight Mainline Unit
MI-PT5-17	Camera Van	Ram Promaster 1500	2017	3C6TRVNG5HE503037	Envirosight Mainline Unit
MI-PT6-17	Camera Van	Ram Promaster 1500	2017	3C6TRVAG3HE528332	MiniCam Mainline Unit
MI-PT9-97	Camera Truck	Ford E350	1997	1FTJS34L2VHA51352	Support Vehicle
MI-PT10-12	Camera Van	Transit Connect	2012	NMOLS7BN4CT092206	IBAK portable unit mounted
MI-PT11-18	Camera Van	Ford Transit 350 DRW	2018	1FTR54XM6JKA31535	IBAK mainline unit
MI-PT12-14	Camera Van	Ford E450	2014	1FDXE4FSXEDA56412	IBAK mainline / Lateral Launch Unit
CSV-119	Camera Van	Ford E350	2018	1FDWE3F62JDC37135	IBAK mainline / Lateral Launch Unit
MI-PT13-02	Camera Van	Savanna 2500	2002	1GTGG25R021149972	Pearpoint Mainline Equipment
MI-PT14-98	Camera Van	Ford E350	1998	1FDWE37L9WHA57283	IBAK Mainline
MI-PT15-11	Camera Van	Express 3500	2011	1GB3G3CG7B1143032	IBAK Main Fiber
Support Vehicles					
MI-SP1-14	Support Van	Ram Promaster 1500	2014	3C6TRVAG6EE106325	Support
MI-SP2-14	Support Truck	Ford F-150	2014	1FTFW1ET6EFB20875	Support
MI-SP3-16	Support Truck	Ram 1500 Hemi	2016	1C6RR7LT0G5229585	Support
MI-SP4-18	Support Truck	Ram 1500	2018	1C6RR7KG0J5277339	Support
MI-SP6-15	Support Truck	Jeep Cherokee	2015	1C4RJFBG5FC778299	Support
MI-SP5-07	Support Truck	Ford F550	2007	1FDAW56P47EB49122	Support
MI-SP7-19	Support Truck	Ram 1500	2019	1C6RRFFG55N727829	Support
MI-SP8-19	Support Truck	Ram 1500	2019	1C6SRFJT4KN504557	Support
MI-SP9-19	Support Truck	Ram 1500	2019	1C6SRFFT2KN560392	Support
MI-SP10-14	Support Truck	Ford F550	2014	1FDOW5HT4EEA27511	Support
MI-SP11-16	Support Truck	Ram 2500	2016	3C6UR5NL1GG197152	Support
MI-SP12-03	Support Truck	Tahoe	2003	1GNEK13Z73R255154	Support
MI-SP13-02	Support Truck	Discovery II	2002	SALTY12482A743538	Support
Easement Jet Machines					
MI-EZMT1-XX	ExtendaJet	E599	xx	N/A	Easement Jetter
MI-EZMT2-05	ExtendaJet	E600	2005	N/A	Easement Jetter
MI-EZMT3-XX	ExtendaJet	E601	xx	N/A	Easement Jetter
Trailers					
MI-TRL2-19	EZMT2-05 ExtendaJet	TMT Trailer	2019	4T9U1G813KT069408	Easement Jetter
MI-PT8-17	Camera Trailer	United Trailer XLV	2017	Trailer	IBAK Portable Mainline
MI-PT7-08	Camera Trailer	Flacon AF8514TA2	2008	Trailer	Pearpoint Explosion Proof
MI-TRL4-19	UTV Trailer	PJ Trailer	2019	3CVUL1422L2598224	IBAK UTV Trailer
Traffic Control					
MI-AB1	Arrowboard		xx		
MI-AB2	Arrowboard		xx		
MI-AB3	Arrowboard		xx		
MI-AB4	Arrowboard		xx		
TMA-1	Truck Mounted Attenuator		xx		
TMA-2R	Truck Mounted Attenuator	Rental	xx		
TMA-3R	Truck Mounted Attenuator	Rental	xx		
Specialty Equipment					
UTV IBAK	UTV Ibak Unit	Polaris Ranger 1000	2019	4XARSU990K8903643	IBAK Mainline Easement UTV
MI-MH1-15	Manhole Camera	PANO-SI	2015	N/A	IBAK Pano SI
IBAK 3.5 Controller				236628	Portable Controller

PIPETEK INFRASTRUCTURE SERVICES, LLC
Profit & Loss YTD Comparison
 January through December 2019

	<u>Jan - Dec 19</u>	<u>Jan - Dec 19</u>
Ordinary Income/Expense		
Income		
5000 · Service Revenue	5,743,985.02	5,743,985.02
5100 · Accrued Revenue	-313,847.00	-313,847.00
Total Income	<u>5,430,138.02</u>	<u>5,430,138.02</u>
Cost of Goods Sold		
6000 · Truck Rentals	59,831.31	59,831.31
6040 · Truck Lease - Pipetek A	62,684.16	62,684.16
6041 · Truck Lease - Pipetek B	15,153.76	15,153.76
6042 · Truck Lease - Pipetek C	53,505.62	53,505.62
6043 · Truck Lease - Pipetek D	39,914.30	39,914.30
6050 · Equipment Rentals	367,690.72	367,690.72
6060 · Truck R&M	405,779.31	405,779.31
6070 · Truck Insurance	115,540.66	115,540.66
6080 · Truck Fuel	246,931.79	246,931.79
6090 · Job Materials	87,508.61	87,508.61
6091 · Tools, Supplies & Small Equip	54,157.87	54,157.87
6092 · Shop Supplies	6,065.79	6,065.79
6095 · Dumping Cost	119,509.96	119,509.96
6100 · Subcontractors	91,791.55	91,791.55
6110 · Direct Wages	1,440,374.06	1,440,374.06
6120 · Support Wages	69,669.40	69,669.40
6240 · Amortization - Equipment	36,431.27	36,431.27
6250 · Amortization - Trucks	441,397.48	441,397.48
6360 · Travel & Accommodation	108,356.12	108,356.12
Total COGS	<u>3,822,293.74</u>	<u>3,822,293.74</u>
Gross Profit	1,607,844.28	1,607,844.28
Expense		
6300 · Advertising & Promotion	6,713.45	6,713.45
6310 · Meals & Entertainment	21,114.59	21,114.59
6350 · Travel	13,766.02	13,766.02
6400 · Office & General	35,657.01	35,657.01
6420 · Postage & Delivery	2,562.10	2,562.10
6430 · Business Licenses & Permits	25,819.30	25,819.30
6440 · Tenders & Registration	6,546.84	6,546.84
6450 · Donation	1,815.00	1,815.00
6460 · Staff Events	2,437.37	2,437.37
6470 · Telephone	12,608.85	12,608.85
6480 · Computer & Internet	5,814.58	5,814.58
6490 · Computer Software	5,573.76	5,573.76
6500 · Mgmt Salaries	266,177.81	266,177.81
6510 · Admin Wages	52,868.45	52,868.45
6550 · Employee Benefits	160,073.67	160,073.67
6555 · IRA Retirement Fund	12,458.21	12,458.21

PIPETEK INFRASTRUCTURE SERVICES, LLC
Profit & Loss YTD Comparison
January through December 2019

	<u>Jan - Dec 19</u>	<u>Jan - Dec 19</u>
6560 · Workers Compensation Insurance	35,966.36	35,966.36
6570 · Group Insurance	58,254.76	58,254.76
6580 · Training	14,142.60	14,142.60
6700 · Rent	115,246.96	115,246.96
6710 · Utilities	10,839.84	10,839.84
6720 · Repairs & Maintenance	7,109.54	7,109.54
6750 · Insurance	80,907.48	80,907.48
6760 · Amortization - Automobiles	79,183.47	79,183.47
6761 · Amortization - Furniture & Fix	1,138.42	1,138.42
6800 · Professional Fees	10,894.00	10,894.00
6850 · Consulting	12,941.95	12,941.95
6900 · Bank Charges	3,080.77	3,080.77
6905 · Payroll Charges	6,984.86	6,984.86
6910 · Interest - Credit Card	1,250.95	1,250.95
6915 · Interest - Pipetek CDA	12,248.93	12,248.93
6920 · Interest - Equip Lease	103,298.38	103,298.38
6930 · Interest - Vehicle Loan	31,633.80	31,633.80
6990 · Bad Debts	9,508.84	9,508.84
Total Expense	<u>1,226,638.92</u>	<u>1,226,638.92</u>
Net Ordinary Income	<u>381,205.36</u>	<u>381,205.36</u>
Net Income	<u><u>381,205.36</u></u>	<u><u>381,205.36</u></u>

Balance Sheet
 As of 31 December 2019



31 Dec 19

ASSETS

Current Assets

Chequing/Savings	
1000 · JP Morgan Chase - chequing 1529	72,385.63
Total Chequing/Savings	<u>72,385.63</u>
Accounts Receivable	
1500 · Accounts Receivable	1,164,137.69
Total Accounts Receivable	<u>1,164,137.69</u>
Other Current Assets	
1510 · Accrued Receivable	36,680.00
1900 · Prepaid	12,339.00
Total Other Current Assets	<u>49,019.00</u>
Total Current Assets	<u>1,285,542.32</u>

Fixed Assets

2110 · Furniture & Fixture	5,692.12
2150 · Equipment	182,157.73
2200 · Automobiles	395,917.51
2210 · Automobile - Camera Van & Truck	881,781.08
2220 · Trucks - Vactor Trucks	1,872,473.30
2230 · Trucks - Manhole Truck Panormo	110,319.50
2310 · Accum Amort-Furniture & Fixture	-1,221.42
2350 · Accum Amort - Equipment	-59,492.27
2400 · Accum Amort - Automobiles	-111,468.47
2410 · Accum Amort -Camera Van & Truck	-75,974.35
2420 · Accum Amort - Vactor Trucks	-661,339.99
2430 · Accum Amort - Manhole Trucks	-42,289.14
Total Fixed Assets	<u>2,496,555.60</u>

TOTAL ASSETS

3,782,097.92

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

3000 · Accounts Payable	202,858.33
Total Accounts Payable	<u>202,858.33</u>

Credit Cards

3290 · AMEX	30.25
3301 · Chase Credit Card-Kyle D (2539)	28,951.15
3302 · Chase Credit Card-Solomon(0882)	511.96
3303 · Chase Credit Card-Stephen(6503)	1,051.53
3304 · Chase Credit Card-Micah(1476)	181.33
3305 · Chase Credit Card-Travis(6673)	715.04
3306 · Chase Credit Card-Marcus(6269)	319.45
3307 · Chase Credit Card-AnthonyF(2879)	378.05
3308 · Chase Credit Card-Steve(0848)	532.32
3310 · Chase Credit Card-Mike (6126)	4,267.99

PIPETEK INFRASTRUCTURE SERVICES, LLC

Balance Sheet

As of 31 December 2019

	<u>31 Dec 19</u>
3311 · Chase Credit Card - Mark (2929)	233.50
3312 · Chase Credit Card-Rashod(6174)	318.01
3313 · Chase Credit Card-Analise(4847)	863.32
3314 · Chase Credit Card -Austin(4854)	697.32
3340 · Chase Credit Card-James (2540)	528.29
3350 · Chase Credit Card-Tyler (4785)	133.43
3459 · Chase Credit Card-Alex(9913)	116.45
3460 · Chase Credit Card-Anthony(9169)	182.58
3463 · Chase Credit Card-Tony (5784)	76.17
3465 · Chase Credit Card-Larry (2092)	141.20
3467 · Chase Credit Card-Pat (6217)	362.74
3474 · Chase Credit Card-Scott P(4398)	743.31
3476 · Chase Credit Card-Terry (1893)	810.00
3481 · Chase Credit Card-Joe (0834)	250.31
3482 · Chase Credit Card-Scott G(0631)	7,937.56
3484 · Chase Credit Card-Jason (8795)	537.00
3485 · Chase Credit Card-Daniel (9308)	136.51
3491 · Chase Credit Card-PaulP(0217)	38.00
3492 · Chase Credit Card-MattS(9208)	510.68
3493 · Chase Credit Card-ShawnT(7161)	852.58
3496 · Chase Credit Card-RobertK(7465)	445.00
3497 · Chase Credit Card-Hunter(7719)	144.23
3498 · Chase Credit Card-Raymond(7774)	414.31
Total Credit Cards	<u>53,411.57</u>
Other Current Liabilities	
3100 · Accrued Liabilities	89,788.86
3800 · SH Advances - Rob Lodge	-9,498.73
3805 · SH Advances - Kyle Dehne	-1,578.03
Total Other Current Liabilities	<u>78,712.10</u>
Total Current Liabilities	334,982.00
Long Term Liabilities	
3500 · TeamFin-Cap Lease 519742	373,345.18
3510 · TeamFin-Cap Lease 520327(MH1)	36,074.60
3520 · TeamFin-Cap Lease 520478(COM3&4)	482,471.74
3530 · TeamFin-Cap Lease 520671	44,928.06
3531 · TeamFin-Cap Lease 521352(PT1)	26,356.28
3532 · TeamFin-Cap Lease 521352-A	43,420.90
3533 · Team Fin-Cap Lease 522061	164,635.47
3534 · Team Fin-Cap Lease 521996	50,439.52
3550 · Mackinac-Cap Lease 061119	246,306.11
3610 · Loan Pay-Huntington (MI-SP1)	15,342.48
3611 · Loan Pay-Huntington (MI-SP3)	17,432.99
3612 · Loan Pay-Huntington -	36,458.72
3640 · Loan Pay- B of A (MI-PT6)	10,308.55
3650 · Loan Pay-Citizens (MI-CO1)	14,885.71

PIPETEK INFRASTRUCTURE SERVICES, LLC

Balance Sheet

As of 31 December 2019

	<u>31 Dec 19</u>
3651 · Loan Pay-Citizens (MI-SP4)	24,933.15
3652 · Loan Pay-Citizens	31,556.11
3660 · Loan Pay-Finance Grp(MI-PT8)	11,888.50
3665 · Loan Pay - AILCO-001	15,480.73
3666 · Loan Pay - AILCO-002	160,069.95
3667 · Loan Pay - AILCO-003	140,401.21
3681 · Loan Pay-ALLY Financial	35,045.14
3690 · Loan Pay - Independent Bank	23,379.60
3695 · Loan Pay - Infrastructure Equip	191,809.38
3698 · Loan Pay - Infrastructure (000)	72,952.50
3700 · Loan Pay-Pipetek Canada	413,782.05
Total Long Term Liabilities	<u>2,683,704.63</u>
Total Liabilities	<u>3,018,686.63</u>
Equity	
32000 · Retained Earnings	616,539.08
33001 · Capital - Rob Lodge	98,612.09
33002 · Capital - Kyle Dehne	100,387.76
34001 · Distribution - Rob Lodge	-313,333.00
34002 · Distribution - Kyle Dehne	-112,000.00
34003 · Distribution - Mike Hagan	-8,000.00
Net Income	<u>381,205.36</u>
Total Equity	<u>763,411.29</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,782,097.92</u></u>

BID GUARANTY AND CONTRACT BOND

(O.R.C § 153.571)

BOND NO. TS8027478-13

Know all persons by these presents, that we, the undersigned **PIPETEK INFRASTRUCTURE SERVICES, LLC**
(Contractor) as principal and **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as surety are hereby
held and firmly bound unto the City of Gahanna, as obligee in the penal sum of the dollar amount of the
bid submitted by the principal to the obligee on **MAY 29**, 20 **20**, to undertake the
CITY OF GAHANNA-2020 CCTV AND SANITARY SEWER CLEANING PROGRAM (Project).

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee,
incorporating any additive or deductive alternates made by the principal on the date referred to above to
the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of
TWO HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED.....00/100 dollars (\$ **262,500.00**).

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

Signed this **26TH** day of **MAY**, 20 **20**.

The condition of the above obligations is such that whereas the above named principal has submitted a
bid for work on the Contract.

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 (10%) 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 contract for bidding, the
principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof
between the amount specified in the bid, or the costs, in connection with the resubmission, of printing
new contract documents, required advertising, and printing and mailing notices to prospective bidders,
whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if
the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the
contract enters into a proper contract in accordance with the bid, plans, details, specifications and bills of
material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal
to be done and performed according to the terms of said contract; 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; and surety shall
indemnify the obligee against all damage suffered by failure of the principal to perform the contract
according to its provisions and in accordance with the plans, details, specifications and bills of material
therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or
material furnished in carrying forward, performing, or completing the contract and surety further agrees
and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a

just claim, as well as for the obligee; 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 the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this 26TH day of MAY, 2020.

PIPETEK INFRASTRUCTURE SERVICES, LLC

Principal

Signature

Printed Name and Title

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Surety

Signature

PREYA PRASHAD

Printed Name and Title

ONE TOWNE SQUARE, SUITE 1470, SOUTHFIELD, MI 48076

Surety's Address

248-281-0281

Surety's Telephone Number

248-750-0431

Surety's Fax Number

QDM INSURANCE AGENCY INC.

Surety's Agent

ONE TOWNE SQUARE, SUITE 1470, SOUTHFIELD, MI 48076

Surety Agent's Address

248-281-0281

Surety Agent's Telephone Number

248-750-0431

Surety Agent's Fax Number



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Irene LeBlanc, Theresa Hedberg, Dina Amaro-Ellas, Richard Longland, Paul Hollingworth, Yves Boilard, Benoit Phénix, Nathalie Sanscartier, Cheryl Best-Pope, Olga Iankine, Dan Fletcher, Michel Bourque, François Forget, Nelson de Quintal, Pamela Martin, Chelsea Fish, Greg Forsythe, Korey Pettit, Maryse Bertrand, Kim Roberts, David Thorpe, Bryan Kechnie, Thomas Mateo, Maria Suarez, Jennifer Love, Paul McAvoy, Justin Eccleston, Farah Harun, Kiru Ratnasingam, James Harris, Fadi Mortada, Preya Prashad, Alex Paterson, Alexandre Khein, Cam Forbes, Candice Archer

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 26th day of May, 2020

Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2019

ASSETS

Cash and Short-Term Investments	\$192,027,637
Marketable Securities	72,284,897
Premium and Agents Balances (under 90 days)	6,238,920
Reinsurance Receivable on paid losses	1,288,257
Accrued Interest and Dividends	406,739
Net Deferred Tax Asset	1,996,697
Other Assets	<u>2,125,840</u>
Total Admitted Assets	<u><u>\$276,368,987</u></u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 17,536,734
Unearned Premium Reserve	25,473,072
Accrued Expenses	4,259,993
Ceded Reinsurance Premiums Payable	2,116,734
Taxes, Licenses and Fees Payable	255,260
Funds Held	10,074,035
Other Liabilities	<u>2,311,481</u>
Total Liabilities	<u><u>\$ 62,027,309</u></u>

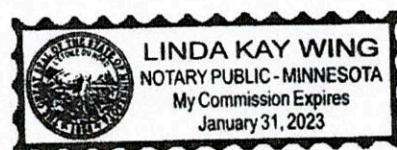
CAPITAL AND SURPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>70,320,708</u>
Total Policyholders' Surplus	<u><u>\$214,341,678</u></u>
Total Liabilities, Capital and Surplus	<u><u>\$276,368,987</u></u>

State of Minnesota
County of Hennepin

T. Michael Miller being duly sworn, says: That he is the President of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2019.

Sworn to before me this 31st day of March 2020.



Notary

Linda Kay Wing

T. Michael Miller

T. Michael Miller, President



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

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its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

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THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
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My Commission Expires February 27, 2024
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Randall Musselman, Secretary

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Home Office, Southfield, Michigan
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December 31, 2019

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Other Assets	<u>2,125,840</u>
Total Admitted Assets	<u>\$276,368,987</u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 17,536,734
Unearned Premium Reserve	25,473,072
Accrued Expenses	4,259,993
Ceded Reinsurance Premiums Payable	2,116,734
Taxes, Licenses and Fees Payable	255,260
Funds Held	10,074,035
Other Liabilities	<u>2,311,481</u>
Total Liabilities	<u>\$ 62,027,309</u>

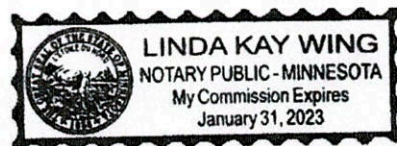
CAPITAL AND SURPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>70,320,708</u>
Total Policyholders' Surplus	<u>\$214,341,678</u>
Total Liabilities, Capital and Surplus	<u>\$276,368,987</u>

State of Minnesota
County of Hennepin

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Sworn to before me this 31st day of March 2020.



Notary

Linda Kay Wing

T. M. Miller

T. Michael Miller, President



Certificate of Compliance

Issued 03/06/2020

Effective 04/02/2020

Expires 04/01/2021

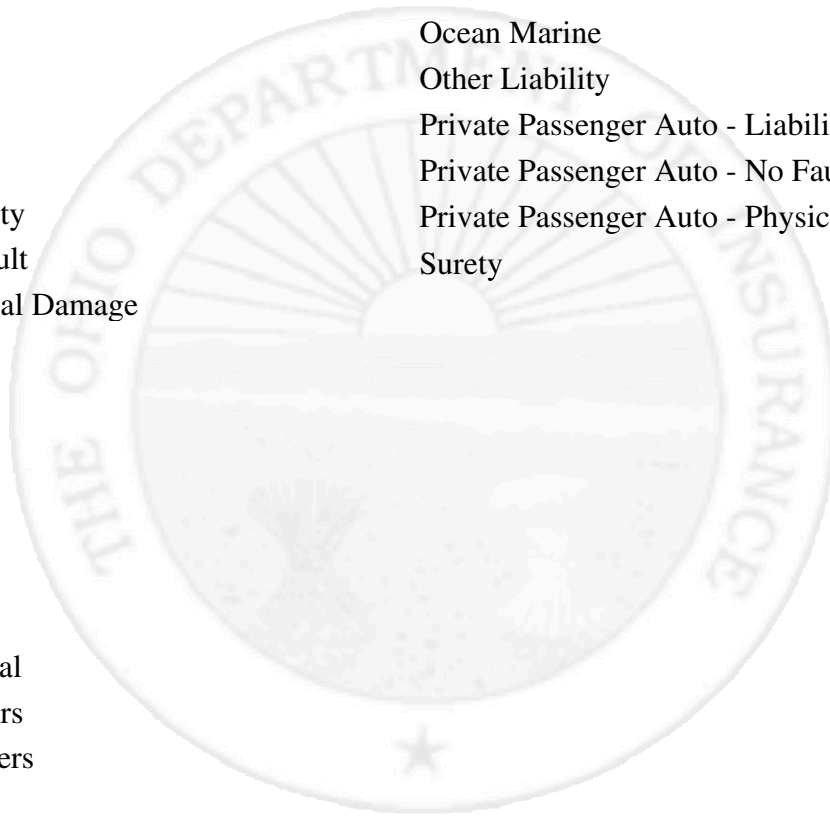
I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

GUARANTEE COMPANY OF NORTH AMERICA USA

of Michigan 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)

Aircraft	Ocean Marine
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - Liability
Burglary & Theft	Private Passenger Auto - No Fault
Commercial Auto - Liability	Private Passenger Auto - Physical Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Physical Damage	
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	
Multiple Peril - Homeowners	



GUARANTEE COMPANY OF NORTH AMERICA USA certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$276,368,987, liabilities in the amount of \$62,027,309, and surplus of at least \$214,341,678.

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

Jillian Froment, Director

