



T&M ASSOCIATES

on behalf of

**THE VILLAGE OF ROSEVILLE,
OHIO**

**REQUEST FOR PROPOSALS
for
UST CLOSURE ACTIVITIES**

A handwritten signature in blue ink, appearing to read "Donald Fink", is positioned above a horizontal line.

Signature: _____

Date: April 2, 2021

**Request for Proposals (RFP) for UST Closure Activities
at 452 Zanesville Road, Roseville, Ohio 43777**

I. PROJECT INTRODUCTION

The Village of Roseville, Ohio was awarded an Ohio Development Services Agency (ODSA) Abandoned Gas Station Cleanup Fund grant to perform Underground Storage Tank (UST) Closure & Demolition Activities at the former gas station property located at 452 Zanesville Road, Roseville, Ohio. Through a qualifications-based procurement process, the Village of Roseville selected T&M Associates (T&M), an environmental consulting/engineering company, to implement the ODSA grant.

T&M is issuing this Request for Proposal (RFP) to select a Contractor to perform the necessary UST closure activities (Work) under the ODSA grant as described in Section IV of this RFP.

II. PROPERTY BACKGROUND

- The Property was developed by the 1940s with a filling station in the northwest corner and a roller rink in the eastern area of the Property.
- The filling station operated until 1984. Operations also included auto repair, detailing, and car wash services. At the time, Maggie's Restaurant also operated at the Property.
- Part of the building was occupied by various restaurants until 2017; another part of the building was used as a residence until 2019. The Property is currently vacant; structures were demolished and removed from the Property in December 2020.
- Potentially three underground storage tanks (UST) are located in the northwest corner of the Property.
- A release from the tanks was reported to the Ohio Bureau of Underground Storage Tank Regulations (BUSTR) in 1984. Soil and groundwater at the Property is known to be contaminated. BUSTR has determined that no viable responsible party exists to pay for assessment and cleanup exists, and the release has been designated Class C.

III. PROPERTY DESCRIPTION

The location of the Property on the USGS 7.5-minute series quadrangle map of Crooksville, Ohio, dated 2013, is shown in Figure 1. As shown in Figure 2, the Property consists of one land parcel. According to the Perry County Auditor website (<http://www.perrycountyauditor.us>), the parcel is described as follows:

Parcel ID	Address	Acres	Land Use Code
100002600000	452 Zanesville Road	0.4	452 – Auto Service Station

Figures 1 and 2 and photographs of the existing site condition are provided in **Attachment A**.

Additional information on the Property is as follows:

- Structures have been demolished, leaving the Property open, relatively flat, and graded with soil, except for remnants of the concrete pavement near the USTs.
- Two metal fill ports indicative of USTs are present in the northwest corner of the Property.
- A geophysical survey of the Property was performed in February 2019; a copy of the report is provided as **Attachment B**. The following observations were noted the following:
 - Two USTs were confirmed in the northwest corner of the Property.
 - A third UST may be present in this area, however no fill port or other confirmation was observed.

IV. SCOPE OF SERVICES

The requested scope of services will include:

- Contractor shall provide utility clearance through the Ohio Utilities Protection Service (OUPS). Service utilities were disconnected before the demolition work.
- In accordance with Section 2.1.1 of the BUSTR 2017 Technical Guidance Manual (TGM), the UST Closure shall be completed by a Certified UST Installer. Contractor shall also retain a Certified UST Inspector to be present while closure work is being performed.
- Closure of the USTs pursuant to Bureau of Underground Storage Tank Regulations (BUSTR) requirements. The following is excerpted from Section 2.3.6, Permanent Removal of the BUSTR 2017 TGM:
 - Obtain a permit prior to removal;
 - Remove all portions of the UST system from the ground;
 - Clean and remove the UST system according to all the following applicable standards:
 - API Recommended Practice 1604: Closure of Underground Petroleum Storage Tanks; and
 - National Institute for Occupational Safety and Health (NIOSH) Publication 80-106: Criteria for a Recommended Standard for Working in Confined Space.
 - Once empty and clean, monitor the UST system to ensure that explosive vapors do not accumulate above a level that creates a hazardous or unsafe condition;
 - Ensure that the UST is free of residue and liquid, is rendered unusable, and is free of explosive vapors before the UST leaves the site;
 - Remove all backfill from the tank cavity excavation, piping trenches, and dispensing unit areas; handle according to Petroleum Contaminated Soil (PCS) rules OAC 1301:7-9-16 and 17; and
 - Remove no more than one foot of native soil from the sidewalls, bottom of the tank cavity excavation, piping trenches and dispensing unit areas.

- Contractor shall provide erosion and sedimentation controls, such as silt fence, straw wattles, catch basin inlet protection, etc., as may be required to prevent off-property migration of sediments.
- Contractor shall provide site security, as may be required to restrict access to the general public and protect the Work during the course of the project.
- Off-site transport and disposal of the following materials at licensed facilities in compliance with all applicable regulations:
 - Construction and Demolition Debris (CDD), including the concrete pavement remnants in the vicinity of the USTs
 - UST system (including piping)
 - PCS

Contractors must identify in their response where these waste materials will be disposed, and provide manifests and/or receipts documenting the final disposition of the materials.

- Backfilling of all excavation cavities with general fill and aggregate. A certificate attesting to the origin/testing of the fill material will be required.

General soil fill shall be obtained from a clean source: no materials from environmental cleanup sites nor petroleum-contaminated, reclaimed, recycled or treated soils shall be used. Contractor shall provide certification verifying the source and attesting that the soil is clean.

General fill shall not contain any rock or gravel larger than three inches in any dimension. General fill shall also be free of debris, waste, frozen materials, organic material, and other deleterious matter.

The soil backfill shall be placed in 12-inch lifts and compacted using appropriate equipment; geotechnical testing will not be required provided field observations indicate that the compacted fill is firm enough to support equipment and vehicles with little deflection. Backfill to match existing elevations and restore positive drainage to the extent practicable.

V. CONTRACT AND INSURANCE REQUIREMENTS

The selected Contractor will be required to execute T&M's *Subcontractor Agreement for Professional Services*; a copy of this is provided as **Attachment C**.

The minimum Insurance Requirements are specified in Section 4.0 and Exhibit III of the T&M Subcontractor Agreement provided in Attachment C.

VI. CONTENT AND FORMAT OF PROPOSALS

Contractors interested in this project shall submit a bid proposal package in the form of one (1) PDF. The proposal package shall include, but is not limited to, the following:

1. Provide a bid for the requested services on the attached Bid Sheet in **Attachment D**. Any suggested additional services may be listed separately with reasons for suggestion clearly stated.
2. Provide a written statement outlining the timeline as well as an estimated completion date.
3. Please list at least three (3) clients, including name and addresses, for which your company has completed similar work in the last two years.
4. Include a brief background information on your company, including the closest office location to this project site.
5. Provide license numbers or copies of registration certificates, as appropriate, for the services requested in this RFP.

VII. PRE-BID MEETING AND PROPOSAL DUE DATE

A pre-bid meeting will be held at the project site at 452 Zanesville Road in Roseville, Ohio on **Wednesday, April 14, 2021 at 11:00 a.m.**

Proposals are due Friday, April 30, 2021 at 3:00 p.m.

Hard Copy shall be mailed or dropped off to:

Heidi Milner, MMC
Chief Fiscal Officer
Village of Roseville
107 N Main Street
Roseville, Ohio 43777

AND

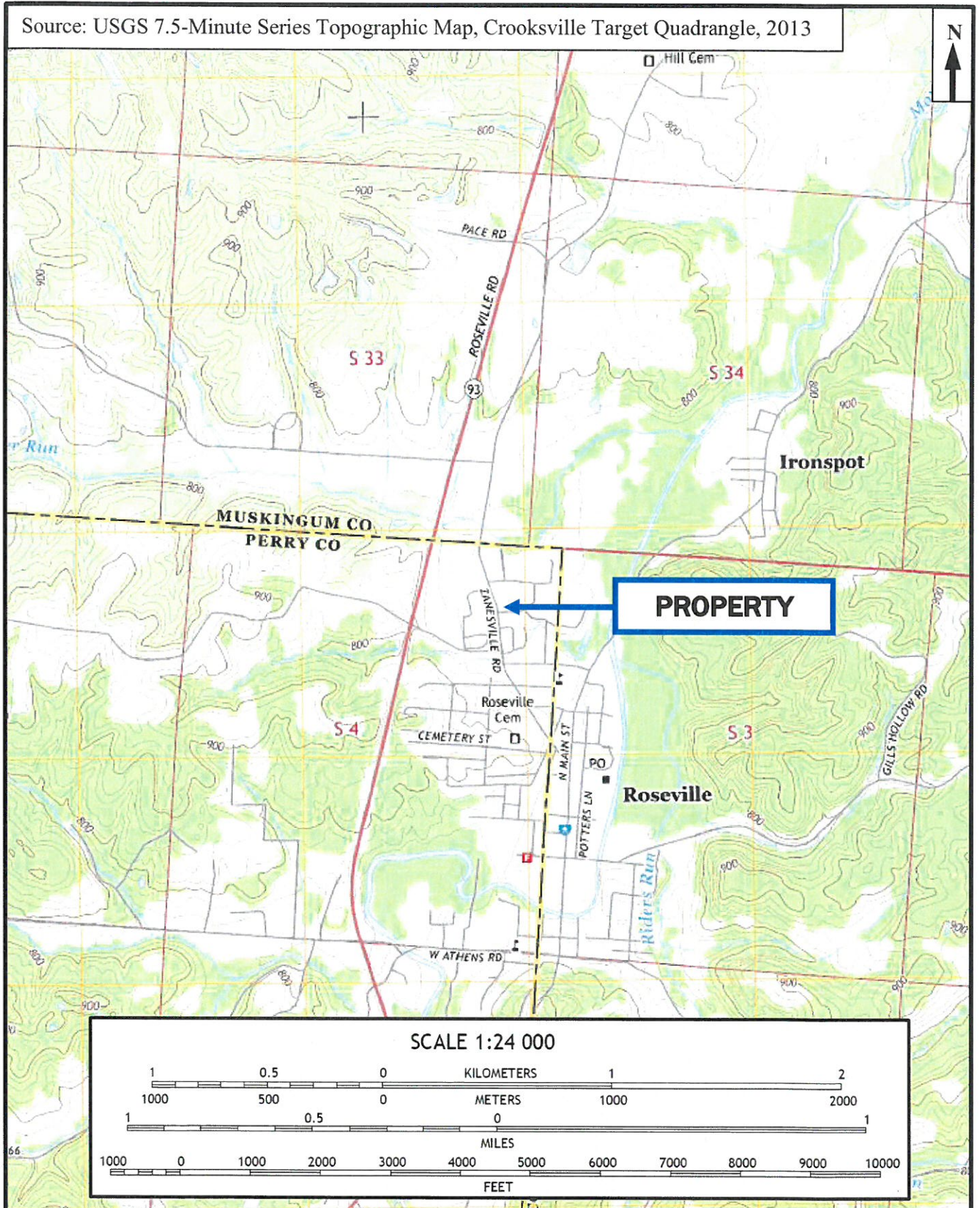
All proposals shall also be emailed to Gordon Parish at gparish@tandmassociates.com.

Questions may be directed by email to Gordon Parish of T&M Associates. Responses to questions will be emailed to all participants who sign-in and provide their email address at the pre-bid meeting.

Attachment A

Property Location Map, Parcel Map, and Relevant Site Photographs

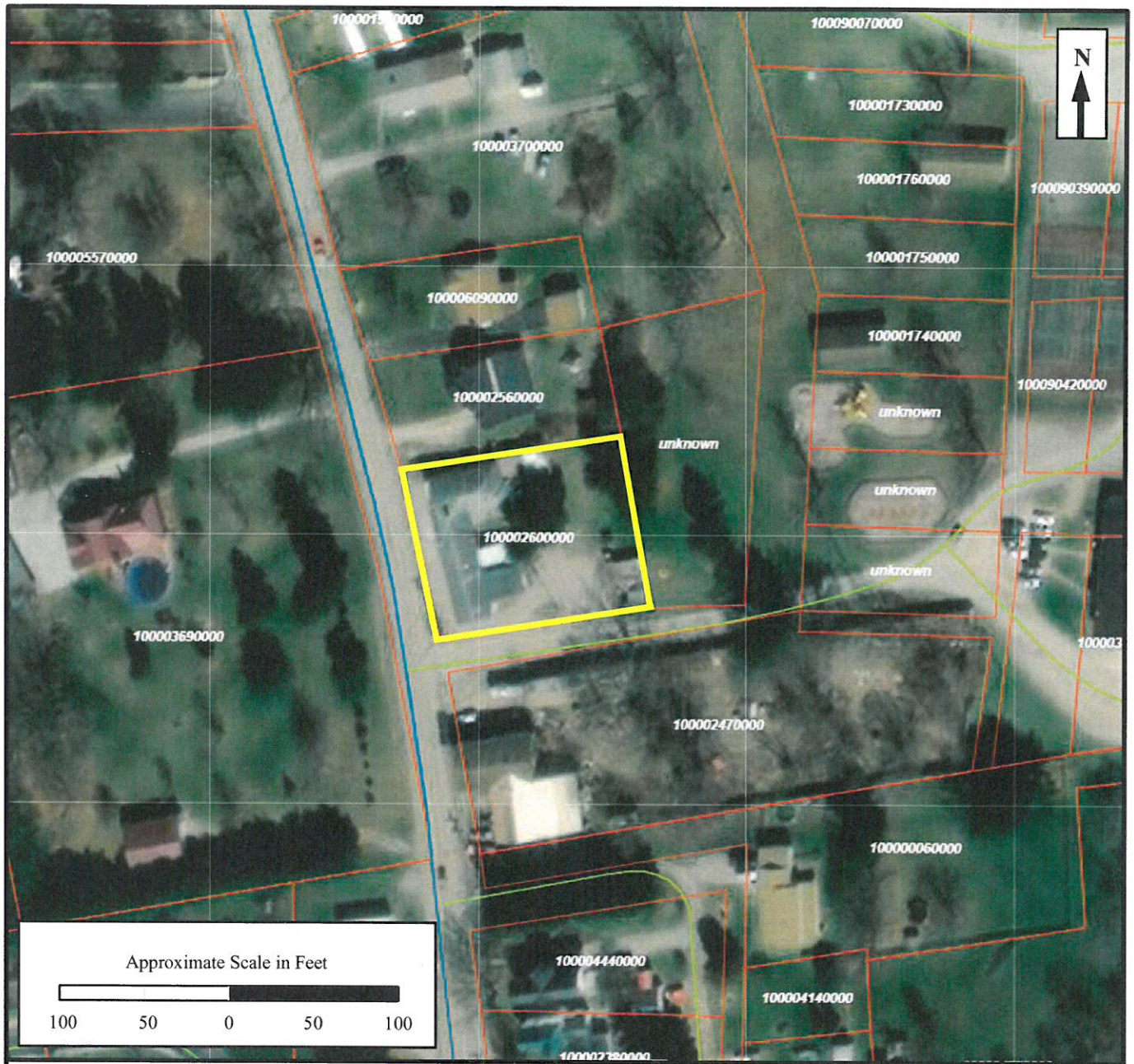
Source: USGS 7.5-Minute Series Topographic Map, Crooksville Target Quadrangle, 2013



YOUR GOALS. OUR MISSION.

Property Location Map
452 Zanesville Road
Roseville, Ohio 43777

Figure 1



Parcel Boundary:

Perry County Parcel Number: 100002600000

Source: Perry County Engineer



YOUR GOALS. OUR MISSION.

Parcel Boundary Map
452 Zanesville Road
Roseville, Ohio 43777

Figure 2



PHOTOGRAPHIC LOG

Project: UST Closure

Location: 452 Zanesville Road
Roseville, Ohio

Project No.
RVLG-00001

Photo No.
1

Date:
1.13.2021

Direction Photo Taken:

Northwest

Description:

View across the Property from the central southern boundary.



PHOTOGRAPHIC LOG

Project: UST Closure

Location: 452 Zanesville Road
Roseville, Ohio

Project No.
RVLG-00001

Photo No.
2

Date:
1.13.2021

Direction Photo Taken:

West

Description:

View along the west side of the Property.





PHOTOGRAPHIC LOG

Project: UST Closure

Location: 452 Zanesville Road
Roseville, Ohio

Project No.
RVLG-00001

**Photo
No.**
3

Date:
1.13.2021

Direction Photo Taken:

South

Description:

Remnant concrete slab
near the USTs (along
Zanesville Road).



PHOTOGRAPHIC LOG

Project: UST Closure

Location: 452 Zanesville Road
Roseville, Ohio

Project No.
RVLG-00001

**Photo
No.**
4

Date:
1.13.2021

Direction Photo Taken:

East

Description:

Remnant concrete slab
near the USTs. One of
two steel handholes
present in the slab.





PHOTOGRAPHIC LOG

Project: UST Closure

Location: 452 Zanesville Road
Roseville, Ohio

Project No.
RVLG-00001

**Photo
No.**
5

Date:
1.13.2021

Direction Photo Taken:

East

Description:

Northern fill port, located
north of the demolition
area.



PHOTOGRAPHIC LOG

Project: UST Closure

Location: 452 Zanesville Road
Roseville, Ohio

Project No.
RVLG-00001

**Photo
No.**
6

Date:
1.13.2021

Direction Photo Taken:

West

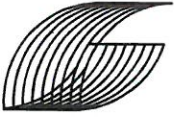
Description:

Southern fill port, located
at the edge of the remnant
concrete slab.



Attachment B

Geophysical Survey Report



Grumman Exploration, Inc.

2309 Dorset Road

Columbus, Ohio 43221

(614) 488-7860 tel www.GrummanExploration.com

Non-destructive Subsurface Exploration

Near-surface Geophysics

February 18, 2019

Gordon Parish
T&M Associates, Inc.
4675 Lakehurst Court, Suite 250,
Columbus, OH 43016

RE: Report of Geophysical Surveys at a Former Gas Station Property Located at 452
Zanesville Road in Roseville, OH – GEI Project No. 01-39015

Dear Gordon:

Grumman Exploration, Inc. has completed the geophysical surveys at the former gas station property located at the northeast corner of Zanesville Road and McCoy Lane in Roseville, Ohio. This letter-report summarizes the results and interpretations regarding the geophysical surveys performed at this site. Indications of at two (2) underground storage tanks (USTs) and possibly others were observed in the northwest corner of the property.

Project Description

According to T&M Associates, Inc., historical records and visual observations indicate that the property was used as a gas station, garage and residence during the preceding century. Two USTs fill ports and two vent pipes are visible near the northwest corner of the building. The positions of the fill ports and vents suggests that the tanks may underlie a portion of the building most recently used for residential purposes. Only limited documentation is available regarding the total number, condition, location(s), size(s), removal and/or closure of these and/or additional undocumented USTs. Geophysical surveys using limited Ground-Penetrating Radar (GPR) and Electromagnetic (EM) Induction profiling was requested to non-destructively assess subsurface conditions at this site. Figure 1 illustrates the site conditions and GPR and EM profiling interpretations. The primary focus of the investigations was over accessible building perimeter areas around the northwest corner of the property. Obstructions, complications and sources of electrical interference included the building walls, sections of reinforced concrete and a parked moving van at the site.

Field Procedures

Grumman Exploration, Inc. conducted geophysical surveys on February 4, 2019 at the site in accessible areas as site conditions allowed. Figure 1 illustrates the general site features. The GPR system used was a GSSI SIR-4000 in conjunction with a 400 MHz dipole antenna. The first field task involved equipment setup and the completion of several test scans to observe the GPR response and to adjust the system and survey parameters. Because of the limited working area, a field survey grid was not established, and instead the GPR scans were referenced to known positions or fixed structures on site. The GPR survey was performed along both north-south and east-west aligned transects with a focus over the tanks in the northwest corner of the property.

A survey wheel was used to acquire distance-based data at the density of approximately 10.1 GPR traces per foot (~1 trace every inch). The time window used was 80 nanoseconds (ns) and band-pass filters were applied to reduce extraneous interference. Preliminary interpretations regarding the presence of excavations, pipes and anomalous buried structures and objects were made as the GPR data were acquired. The data were recorded electronically on an internal hard disk in the field and later transferred to a computer workstation for subsequent processing, display and analysis.

Although some of the significant GPR features were apparent on the raw GPR field records, supplemental data processing was performed to enhance the interpretation and presentation of these features. The data processing consisted of bandpass filtering and spatial filtering (f-k) to suppress horizontal banding (antenna coupling) within the GPR records. Informal, reconnaissance-level EM induction profiling scans using a GSSI GEM-300 EM induction profiler were performed over accessible areas of the building exterior to assess the presence of buried metallic structures. The primary tanks associated with the exposed fill ports appear to be partially or entirely located below the building and consequently there was only limited working area for the use of EM profiling.

Results and Interpretations

Figure 1 presents the geophysical survey interpretations superimposed on a site diagram. Selected GPR records were annotated and interpreted and are presented on Figure 2. Two USTs appear to be located below and east of their respective fill ports. This suggests that the southern of the two tanks may be positioned almost entirely below the northwest portion of the building.

The GPR results show anomalous strong reflections over what is believed to be the northern tank. The northern tank is located parallel to and a few feet north of the north wall of the building (Figures 2a and 2b). Figure 1 illustrates the approximate locations and extents of the two interpreted gasoline USTs. The shape, strength and ring-down character of these



Grumman Exploration, Inc.

2309 Dorset Road, Columbus, Ohio 43221

(614) 488-7860 tel, www.GrummanExploration.com

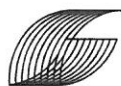
reflections are similar to the GPR response that is often observed over cylindrical-shaped steel structures such as underground storage tanks (USTs), large diameter pipes, metal containers or curved metal debris. The two side-by-side USTs are aligned east-west and may be on the order of 18-ft long. No determination of the diameters of these structures can be made based on the GPR results alone, although the diameters appear to be on the order of 6-ft to 7-ft. The depth to the tops of the tanks is believed to be on the order of 2-ft to 3-ft below the ground surface. The interpreted outlines of the tanks on Figure 1 are considered approximate and should not be used to position soil borings close to the tanks.

Anomalous strong EM in-phase ('metal-sensitive') responses were observed in the region west of the northwest corner of the building. Although it is considered possible that this strong EM metal response is caused by the two tanks described above, it is also possible that the anomaly indicates one to three smaller, older tanks located west of the two gas tanks. GPR scans over the EM 'metal' anomaly location show no clear indication of anomalous reflective structures. It is not uncommon for GPR to be inconclusive when various electrically conductive materials (e.g. wet clay, silt, slag, debris, etc.) are present in sufficient thickness over more deeply buried metal targets of interest, including USTs. In general, the shallow soil condition in this region of Ohio consist of wet silts and clays which are not favorable for significant GPR signal penetration. Further exploration in the vicinity of the two interpreted USTs and the EM 'metal' anomaly may be desired to document the actual soil, groundwater, tank and 'metal' anomaly conditions. The central sector of the west side building was obstructed thereby inaccessible for GPR and EM scanning.

The overall GPR response observed during the survey showed elevated signal attenuation effects. The strong attenuation effects are generally considered unfavorable for GPR signal penetration and suggests the presence of higher conductivity wet clay and silt in the shallow subsurface. The depth of exploration probably did not exceed 3-ft to 4-ft throughout the survey area, and could be less in areas where higher amounts of wet clay, reinforced concrete and/or other complicating near-surface conditions or obstructions are present.

General Qualifications

The GPR data presented herein are interpreted. No warranty, certification, or statement of fact, either expressed or implied, regarding actual subsurface conditions within the surveyed area(s) is contained herein. If questions or uncertainties exist regarding the presence or absence of subsurface features, such as excavations, underground storage tanks, utility lines or other buried objects, based on the GPR data interpretations, supplemental invasive explorations, such as test pit excavations, borings, hand digging or other geophysical tests, should be conducted to document actual subsurface conditions. No interpretation of subsurface conditions can be made for inaccessible areas not surveyed.



Grumman Exploration, Inc.

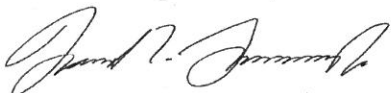
2309 Dorset Road, Columbus, Ohio 43221
(614) 488-7860 tel, www.GrummanExploration.com

Report of Geophysical Surveys
452 Zanesville Road, Roseville, Ohio
T&M Associates, Inc.
February 18, 2019 Page 4

Grumman Exploration, Inc. has appreciated this opportunity to be of service again to T&M Associates, Inc. If you have any questions or comments regarding this report, please feel free to contact us.

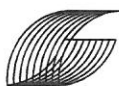
Sincerely,

Grumman Exploration, Inc.



David L. Grumman, Jr.
President/Geophysicist

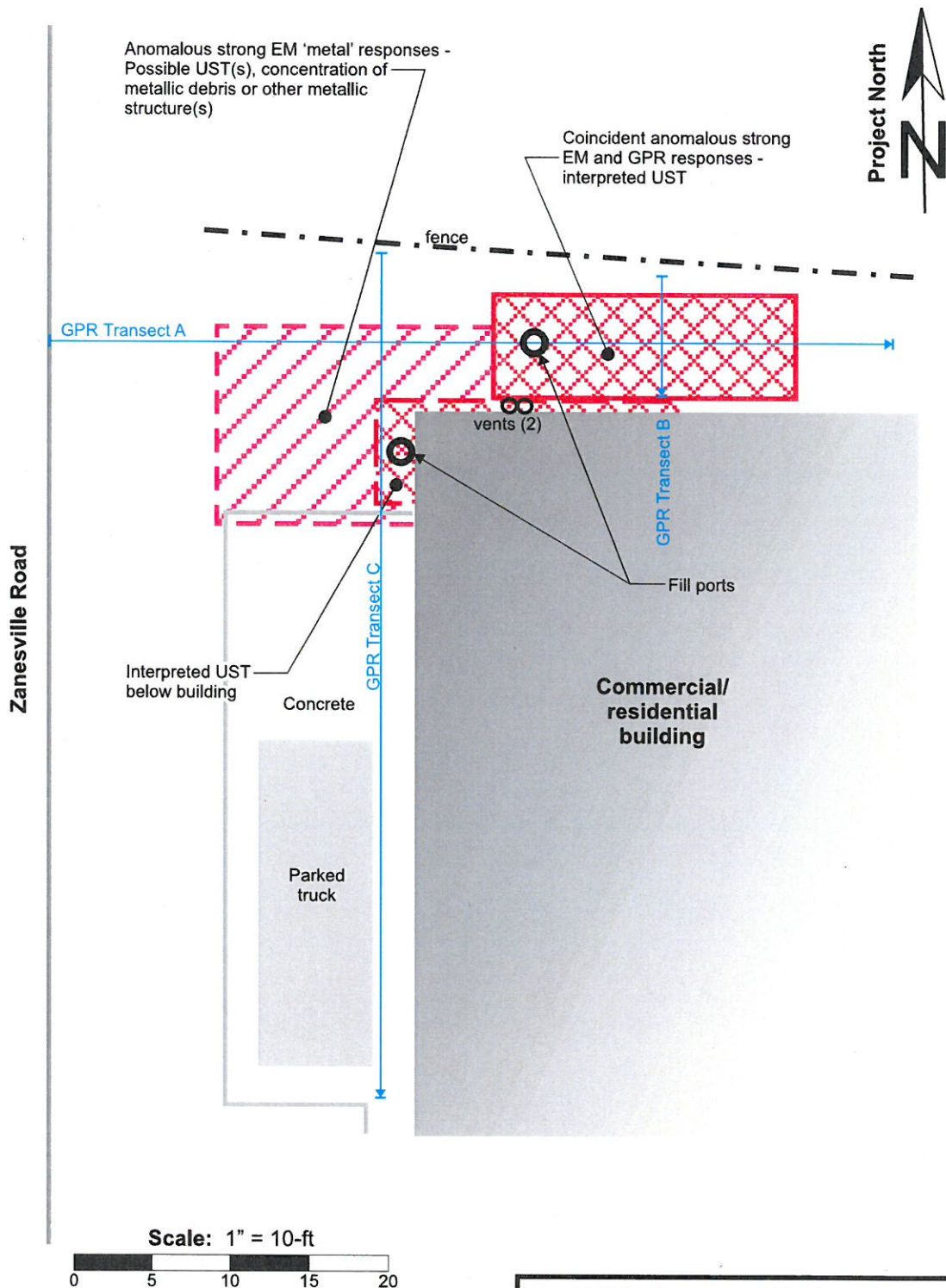
Attachments:
Figures 1-2



Grumman Exploration, Inc.

2309 Dorset Road, Columbus, Ohio 43221

(614) 488-7860 tel, www.GrummanExploration.com

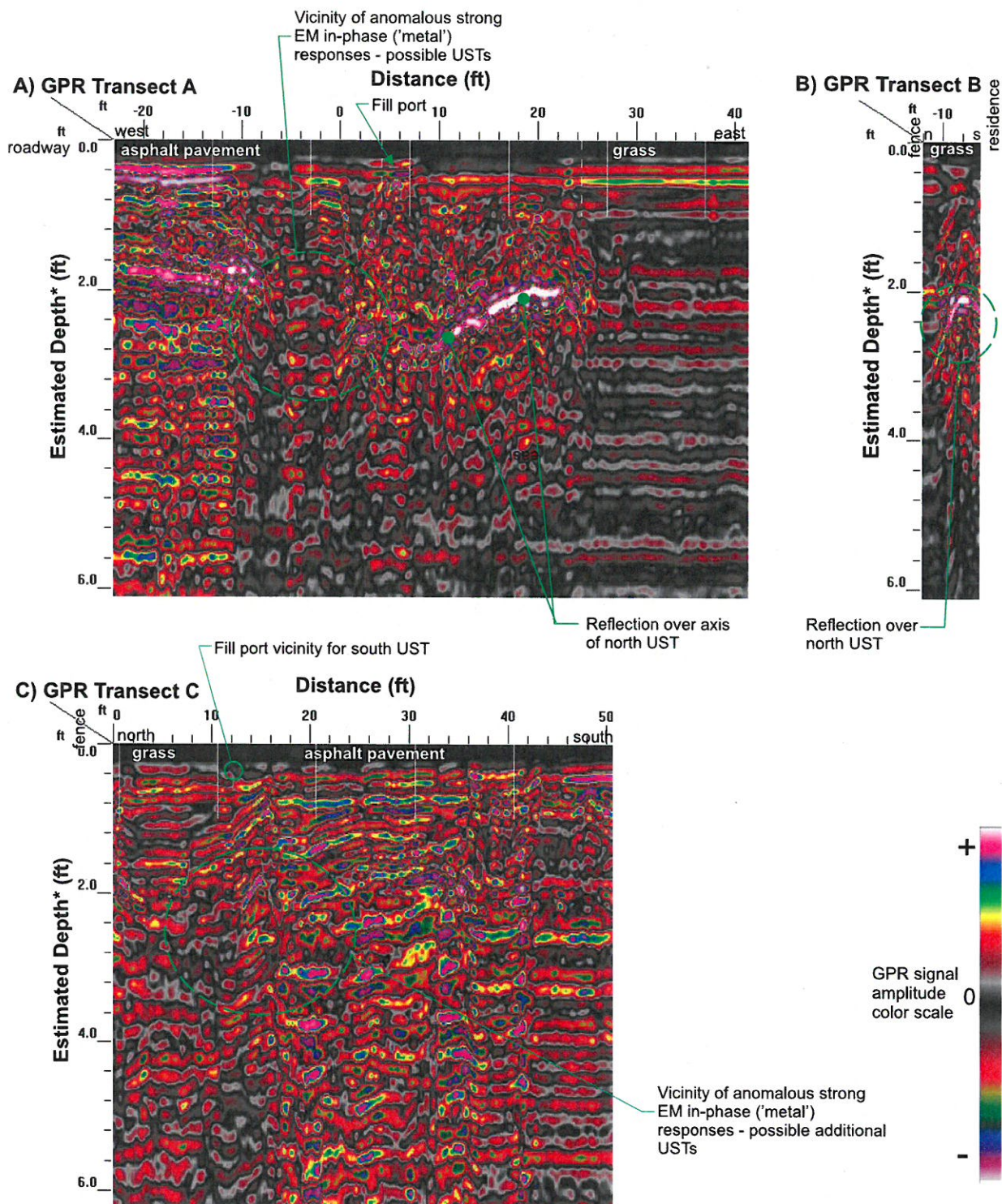


Notes:
 GSSI SIR-4000 & 400 MHz antenna GPR system
 512 samples/trace; ~10 traces/ft
 GSSI GEM-300 EM Induction Profiler
 Survey date: February 4, 2019
 Locations and extents of site, USTs and other features are approximate.



Grumman Exploration, Inc.
 2309 Dorset Road, Columbus, Ohio 43221
Near-surface Geophysics, Non-destructive Subsurface Exploration

Project		
Report of Geophysical Investigations		
Location		
452 Zanesville Road, Roseville, Ohio		
Client	T&M Associates	By dlg
Project No.	01-39015	Date 2/18/19
Checked		Scale 1"=10-ft



Notes:
 GSSI SIR-4000 w/ 400 MHZ antenna GPR system
 512 samples/trace; ~10 traces/ft
 *Estimated depth scale per assumed permittivity=20
 Survey date: February 4, 2019
 Refer to Figure 1 for GPR transect locations



Grumman Exploration, Inc.
 2309 Dorset Road, Columbus, Ohio 43221
Near-surface Geophysics, Non-destructive Subsurface Exploration

Project Report of Geophysical Investigations			
Location 452 Zanesville Road, Roseville, Ohio			
Client T&M Associates	By dlg	Date 2/18/19	
Project No. 01-39015	Checked	Scale as shown	

Attachment C

T&M Associates Standard Subcontractor Agreement



STANDARD SUBCONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

(With Prime Agreement)

THIS AGREEMENT is made on **DATE** by and between **T&M ASSOCIATES** (hereinafter called "T&M"), a New Jersey Corporation, located at **T&M OFFICE ADDRESS** and **SUBCONTRACTOR'S NAME** having an address at **SUBCONTRACTOR'S ADDRESS, ADDRESS2, CITY, ST, ZIP** (hereinafter called "SUBCONTRACTOR"). Hereinafter, T&M and the SUBCONTRACTOR may be referred to, individually, as the "Party" and, collectively, as the "Parties".

WHEREAS, T&M and the SUBCONTRACTOR desire the SUBCONTRACTOR to perform certain professional services, which are further described in the SUBCONTRACTOR's Proposal for the following project:

T&M Project Number: _____

Project Owner: _____

(Hereinafter referred to as the "Project Owner")

Project Name: _____

(Hereinafter referred to as the "Project")

Maximum Fee: _____

**Brief Description of
Work:** _____

(Hereinafter referred to as the "Work")

WHEREAS, the SUBCONTRACTOR represents that the SUBCONTRACTOR is capable, competent, legally licensed and possesses the professional skills and experience to perform said Work in a complete, timely and professional manner;

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein and pursuant to all federal, state and local laws and ordinances, T&M and SUBCONTRACTOR hereby agree to this Agreement as follows:

1. RESPONSIBILITIES OF SUBCONTRACTOR

- 1.1. SUBCONTRACTOR'S WORK.** The SUBCONTRACTOR shall provide the necessary supervision, labor, materials, equipment, tools, work and / or services to perform the agreed upon scope of work in accordance with the scope and fees set forth in the SUBCONTRACTOR's Proposal, attached hereto as **EXHIBIT I - PROPOSAL**. The Proposal is attached hereto for information regarding the scope of services only and shall not be considered for any other purposes or vary, supplement, amend, contradict, interpret, or modify the terms and conditions of this Agreement, which supersedes the Proposal and all prior negotiations, representations, promises, and agreements, whether written or oral. In the event of a conflict or inconsistency or any ambiguity between this Standard Subcontractor Agreement and the SUBCONTRACTOR's proposal, the terms and conditions of this Standard Subcontractor Agreement will govern.
- 1.2. PRIME AGREEMENT.** Pursuant to this Agreement, the SUBCONTRACTOR hereby acknowledges and accepts that the Work provided by the SUBCONTRACTOR on behalf of T&M with reference to the Project is in connection with the Prime Agreement. Unless specifically changed herein, all terms and conditions of the Prime Agreement are hereby incorporated and made a part of this Agreement to the extent these are expressly required by the Prime Agreement or by the Flowdown Provisions, attached hereto as **EXHIBIT II - FLOWDOWN PROVISIONS**. In the event of any conflicts, inconsistencies, or ambiguity between the Prime Agreement and this Agreement, the more stringent terms shall govern.
- 1.3. INDEPENDENT SUBCONTRACTOR.** The SUBCONTRACTOR is hereby retained as an independent subcontractor. The SUBCONTRACTOR is not an employee or partner of T&M, its affiliates or clients and shall be exclusively responsible for the means and methods used in performance of the Work performed under this Agreement as well as the means and methods used in the performance of services by its subcontractors, its subconsultants, and its agents under this Agreement.

- 1.4. LICENSES AND REGISTRATION.** Copies of the SUBCONTRACTOR's licenses, certifications, and permits to perform the Work in the applicable municipality, county and state shall be provided to T&M when returning this SUBCONTRACTOR Agreement to T&M for execution. The SUBCONTRACTOR will provide certification that the lower-tier subcontractors and / or suppliers have the necessary permits and licenses for the Work proposed.
- 1.5. SAFETY.** The SUBCONTRACTOR recognizes the importance of performing the Work in a safe and responsible manner to prevent damage, injury or loss to individuals, the environment and the Work, including materials and equipment incorporated into the Work or stored on-site or off-site and will comply with all applicable federal, state, and local laws, rules, regulations, and ordinances related to health and safety, including all OSHA regulations and guidelines. The SUBCONTRACTOR is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the SUBCONTRACTOR, for security or safety at the Site, and for safety precautions and programs incident to work in progress, including the health and safety of its employees, agents, lower-tier subcontractors and subconsultants.
- 1.6. WORK AUTHORIZATION.** The Work performed shall commence upon receipt of written authorization from T&M to proceed and shall terminate when T&M and the Project Owner review the work and find it satisfactory and complete. The SUBCONTRACTOR shall not proceed or be paid for any Work, or portion thereof, unless T&M has authorized the Work in writing prior to the SUBCONTRACTOR's performance.
- 1.7. STANDARD OF CARE.** The SUBCONTRACTOR shall perform and shall cause its subcontractor(s) to perform all of its Work and obligations under this Agreement: (i) in accordance with the terms, conditions and fees set forth in this Agreement; and (ii) in a timely and workmanlike manner, on a commercially diligent basis, and in accordance with the care and skill ordinarily used by members of the SUBCONTRACTOR's profession.
- 1.8. NO CONFLICT.** The SUBCONTRACTOR shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the SUBCONTRACTOR's professional judgment with respect to this Agreement.
- 1.9. COMMUNICATIONS.** All of the SUBCONTRACTOR's communications to or with any and all sub-subcontractor(s) or the Project Owner shall only be through, or with the knowledge of, T&M.
- 1.10. DELIVERABLES.** The SUBCONTRACTOR shall obtain all data and information necessary for the performance of the Work hereunder. The SUBCONTRACTOR shall furnish all progress reports, reproductions and other information and materials without limitation required by T&M and the Project Owner (the "Deliverables") in connection with T&M's services to the Project Owner and the SUBCONTRACTOR's Work pursuant to this Agreement. The SUBCONTRACTOR is responsible to see that the Deliverables and Work conform to all applicable laws, rules, regulations, codes, ordinances, and special requirements of each municipality, county, and state where the Project is located.
- 1.11. OWNERSHIP.** Upon completion of the SUBCONTRACTOR's Work, all Deliverables as well as any and all documentation including, without limitation, any and all drawings, specifications, reports, files, and other documents and materials prepared by the SUBCONTRACTOR in connection with this Agreement (the "Work Product") shall be transferred to T&M. T&M shall have exclusive ownership of the Deliverables and Work Product and shall obtain all common law, statutory and other reserved rights, including copyrights.
- 1.12. CONFIDENTIALITY.** The SUBCONTRACTOR shall maintain the confidentiality of information (1) specifically designated as confidential by T&M and / or the Project Owner in connection with the Project or (2) that is not specifically designated as confidential but could reasonably be deemed to be confidential information of T&M or the Project Owner, unless the information becomes public or withholding such information would violate the law, create the risk of significant harm to the public, or prevent the SUBCONTRACTOR from establishing a claim or defense in an adjudicatory proceeding. The SUBCONTRACTOR shall require of its employees and subcontractor(s) similar agreements to maintain the confidentiality of information.
- 1.13. DISCREPANCIES.** The SUBCONTRACTOR shall immediately notify T&M of any problem or discrepancy that the SUBCONTRACTOR believes to exist with respect to any aspect of the Project or the work provided by T&M. The final decision on all matters remains with T&M.
- 1.14. COOPERATION WITH THIRD-PARTY VENDORS.** The SUBCONTRACTOR acknowledges that T&M may, during the course of this Agreement, work with one (1) or more other third-party contractors from time to time in connection with the Project. The SUBCONTRACTOR shall reasonably cooperate with all such third parties as T&M may request from time to time. The SUBCONTRACTOR shall be responsible for the coordination of the

SUBCONTRACTOR's Work and shall facilitate the exchange of information among the independent professional associate(s) and subcontractor(s) employed by T&M, as necessary, for the coordination of their services.

- 1.15. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the Work. The SUBCONTRACTOR shall make whatever adjustments, including, without limitation, adjustments to working hours, manpower, and equipment, deemed necessary to complete the Work in accordance with the schedule specified in the SUBCONTRACTOR's Proposal.
- 1.16. ADDITIONAL WORK.** In the event additional work or services are required or the general scope, extent or character of this Agreement is changed materially through no fault of SUBCONTRACTOR, SUBCONTRACTOR may be requested to provide additional work on the Project. Performance of such additional work must be expressly authorized in writing by T&M prior to the commencement of any additional work, and the SUBCONTRACTOR shall provide a complete description of the additional scope of work which is not included within the scope of the SUBCONTRACTOR's Proposal. T&M's prior written authorization shall be a condition precedent to the SUBCONTRACTOR's right to receive payment for any additional work. Additional work will be paid in the form of a change order and payment will be made in the method and manner specified in [SECTION 3 – PAYMENT TO SUBCONTRACTOR](#).

2. RESPONSIBILITIES OF T&M

- 2.1. PROJECT INFORMATION.** Where available, T&M will provide Project criteria and information that are pertinent to the performance of the SUBCONTRACTOR's Work, including design objectives, constraints, space capacity and performance requirements, flexibility and expandability, and any budgetary limitations, in addition to any drawings, specifications, schedules, interpretations, data or any other information prepared by T&M that are pertinent to the performance of the SUBCONTRACTOR's Work. T&M will also furnish copies of design and construction standards that the Project Owner and T&M will require to be included in drawings and specifications to be furnished by the SUBCONTRACTOR under this Agreement, where applicable.
- 2.2. PROPERTY ACCESS.** T&M will arrange for access for the SUBCONTRACTOR to enter upon public or private property, as required, in order for the SUBCONTRACTOR to perform the Work under this Agreement.
- 2.3. INTERPRETATION OF DOCUMENTS.** T&M will consult with the SUBCONTRACTOR before issuing any interpretations or clarifications of document furnished by the SUBCONTRACTOR and obtain written consent from the SUBCONTRACTOR before acting upon shop drawing samples or other submittals of the contractor(s) or upon work directive changes or change orders affecting the Work and services provided under this Agreement.

3. PAYMENT TO SUBCONTRACTOR

- 3.1. MAXIMUM FEE.** The maximum fee to be paid to the SUBCONTRACTOR for work performed pursuant to this Agreement is \$ ~~\$\$\$\$\$~~. Any change to the scope of work or this maximum fee must be approved in writing in advance by T&M. T&M's prior written authorization shall be a condition precedent to the SUBCONTRACTOR's right to receive payment for any phase of work or any additional work.
- 3.2. MONTHLY INVOICES.** The SUBCONTRACTOR shall submit monthly statements or invoices for the professional work provided and for reimbursable expenses incurred, if any, in connection with the Work performed under this Agreement. When compensation is based upon lump sum, fixed fee, or a percentage of construction costs, the statements will be based upon the SUBCONTRACTOR's estimate of the proportion of total Work actually completed at the time of billing with the understanding that reimbursable expenses are included in the lump sum price.
- 3.3. PAYMENT.** T&M shall bill Project Owner monthly on account of (or at the completion of) SUBCONTRACTOR's Work and shall pay SUBCONTRACTOR within thirty (30) days of the date T&M receives payment from the Project Owner on account thereof. It is intended that payments to SUBCONTRACTOR will be made after T&M is paid by Project Owner and that T&M shall exert reasonable and diligent efforts to collect payment of monthly invoices from Project Owner when due. It is understood and agreed that payment from the Project Owner to T&M is a condition precedent for payment to the SUBCONTRACTOR by T&M.
- 3.4. REIMBURSABLE EXPENSES.** If included in the SUBCONTRACTOR's Proposal, T&M shall pay the SUBCONTRACTOR the actual cost of Reimbursable Expenses incurred by the SUBCONTRACTOR in connection with its Work.

- 3.5. **REQUIRED FORMS.** The SUBCONTRACTOR must submit proper Insurance Certificates and IRS Form W-9 before any payment will be made by T&M under this Agreement.

4. INSURANCE AND INDEMNIFICATION

- 4.1. **INSURANCE.** The SUBCONTRACTOR shall procure and maintain, at its own expense, insurance of the kinds and in amounts as set forth in [EXHIBIT III - MINIMUM INSURANCE REQUIREMENTS](#) attached hereto. Before commencing the Work, the SUBCONTRACTOR shall furnish, to T&M, certificates showing compliance with these requirements, naming T&M and the Project Owner as additional insureds as required in [EXHIBIT III - MINIMUM INSURANCE REQUIREMENTS](#) and shall not cancel or decrease any such insurance coverage without thirty (30) days prior written notice to T&M. The SUBCONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the SUBCONTRACTOR's obligations assumed in this Agreement, and shall not be construed to relieve the SUBCONTRACTOR from any liability in excess of such coverage, nor shall it preclude T&M from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law. The insurance coverage provided under this Agreement shall be primary and non-contributory.
- 4.2. **WAIVER OF SUBROGATION.** The SUBCONTRACTOR waives all rights, and shall cause its insurers to waive all rights of subrogation, against the Project Owner, T&M, and their respective subcontractors, subconsultants, employees and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth in [EXHIBIT III - MINIMUM INSURANCE REQUIREMENTS](#). The SUBCONTRACTOR shall require similar waivers in favor of the Parties enumerated herein from its subcontractor(s) and subconsultant(s) and their insurers. This waiver shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
- 4.3. **SUBCONTRACTS.** The SUBCONTRACTOR shall cause its subcontractors and subconsultants to maintain insurance meeting the requirements of this Agreement, including but not limited to the limits required in this Agreement.
- 4.4. **INDEMNIFICATION.** To the fullest extent permitted by law, the SUBCONTRACTOR shall indemnify, defend and hold harmless T&M and the Project Owner and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: a.) result from or are alleged to result from or arise out of the performance or non-performance of the Work or the Agreement and b.) are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses resulting from or arising out of performance or non-performance of the Work or the Agreement. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the SUBCONTRACTOR.
- 4.5. **SURVIVAL OF SECTION.** This Section of the Agreement shall survive termination, expiration or completion of the performance of the other terms of this Agreement. If the SUBCONTRACTOR fails to provide an insurance certificate establishing compliance with this provision, T&M may void this Agreement without penalty.

5. TERMINATION

TERMINATION. This Agreement may be terminated by T&M upon ten (10) days prior written notice with or without cause. If T&M terminates this Agreement without cause and due to no fault whatsoever by the SUBCONTRACTOR, T&M shall only be responsible for payments due the SUBCONTRACTOR for any Work rendered through such date of termination, which is deemed to be satisfactory by T&M and / or the Project Owner. If termination is due to in whole or in part by the SUBCONTRACTOR, the SUBCONTRACTOR will be held responsible for any additional costs incurred as a result of having to retain the services of another SUBCONTRACTOR to complete the work under this Agreement. In the event of any termination, whether for cause or convenience, the SUBCONTRACTOR shall furnish all Work Product and Deliverables as well as any other documents, materials or information prepared by the SUBCONTRACTOR under this Agreement to T&M within ten (10) days after termination.

6. MISCELLANEOUS

- 6.1 FORCE MAJEURE.** T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to, delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Project Owner and / or the SUBCONTRACTOR to furnish timely information or to provide review comments promptly, or delays caused by faulty performance by the SUBCONTRACTOR or its subcontractors or sub-subcontractors at any level.
- 6.2 CONSEQUENTIAL DAMAGES.** In no event shall T&M be liable in contract, tort, strict liability or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including, but not limited to, loss caused by delay, commercial loss, or lost profits or revenues or opportunities arising from or in connection with the Work, the Agreement, or the Project.
- 6.3 LIENS.** SUBCONTRACTOR will promptly pay for all work, services, labor, materials, and equipment used or employed by SUBCONTRACTOR in the WORK, and will maintain all materials, equipment, structures, buildings, and premises free and clear of mechanic's or other liens. SUBCONTRACTOR will, upon completion of the WORK and before final payment is due, furnish to T&M, on a form T&M may require, with reasonable evidence that all services, labor, materials, and equipment have been paid in full.
- 6.4 ASSIGNMENT.** Neither Party shall assign or transfer their interest in the Agreement without the written consent of the other Party, which said consent shall not be unreasonably withheld. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of T&M, nor shall it be construed as giving any rights or benefits hereunder to anyone other than T&M or SUBCONTRACTOR. The SUBCONTRACTOR shall not assign, transfer, subcontract or delegate its rights, duties or obligations under this Agreement without the written consent of T&M.
- 6.5 MAINTENANCE OF DOCUMENTS.** The SUBCONTRACTOR shall maintain its notes and Project data on file for a period of ten (10) years in legible form and make copies of these documents available to T&M upon request.
- 6.6 GOVERNING LAW.** The laws of the State in which the Project is located will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the State or Federal Courts of such State.
- 6.7 DISPUTE RESOLUTION.** The SUBCONTRACTOR and T&M agree that they shall submit any and all unsettled claims, counterclaims, and other unresolved disputes to non-binding mediation, where each party shall pay its own costs and fifty percent (50%) of the mediator's fees.
- 6.8 NOTICES.** All notices required or permitted hereunder shall be in writing addressed to the respective Parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.
- 6.9 SEVERABILITY.** If any provision contained herein is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of this Agreement unenforceable.
- 6.10 SURVIVAL.** All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all work of the SUBCONTRACTOR under this Agreement or the termination of this Agreement for any reason.
- 6.11 EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.
- 6.12 ENTIRE AGREEMENT.** This Agreement [consisting of the Exhibits, and the terms and conditions of this Subcontractor Agreement] comprise the final and complete agreement between the SUBCONTRACTOR and T&M. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions. Amendments to this Agreement shall not be binding unless made in writing and signed by both T&M and the SUBCONTRACTOR.

6.13 EXHIBITS. The following Exhibits are incorporated herein by reference and form an integral part of this Agreement.

EXHIBIT I - PROPOSAL
EXHIBIT II - FLOWDOWN PROVISIONS
EXHIBIT III - MINIMUM INSURANCE REQUIREMENTS

THE PARTIES HERETO have made and executed this Agreement and agree to be bound by the terms and conditions stated herein, as of the day and year first written above.

T&M ASSOCIATES

By: _____
Name: _____
Title: _____
Date: _____

SUBCONTRACTOR'S NAME

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT I
PROPOSAL

{ATTACH}

EXHIBIT II
FLOWDOWN PROVISIONS

{ATTACH}

EXHIBIT III

MINIMUM INSURANCE REQUIREMENTS

1. Coverage and Minimum Limits:

A. Commercial General Liability

Each Occurrence \$1,000,000

Aggregate \$2,000,000

B. Comprehensive Automobile Liability
(including owner, non-owned, and hired)

Combined Single Limit \$1,000,000

C. Worker's Compensation and Employer's Liability

Worker's Compensation As required by Law

Employer's Liability \$1,000,000 Each Accident

2. Coverage shall be maintained for ten (10) years after substantial completion of the Project. The SUBCONTRACTOR shall not begin Services until evidence of insurance is provided to T&M.
3. T&M Associates and the Project Owner shall be named Additional Insureds for A and B above.
4. SUBCONTRACTOR shall provide copies of policies for review.

Attachment D

Bid Sheet for UST Closure Activities

BID SHEET

UST Closure Activities
452 Zanesville, Ohio 43777

Total Bid Amount	\$
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Comments:

Name of Company: _____

Address: _____

Phone: _____ Email: _____

Authorized Contact Person: _____

Authorized Signature: _____

Date: _____