

**BID PACKET**

**FOR**

**WATER POLLUTION  
CONTROL LOAN FUND  
HOUSEHOLD SEWAGE  
TREATMENT SYSTEMS**

**WPCLF/HSTS Project # E  
Grubb**

## **TABLE OF CONTENTS**

<b>SECTION 1: NOTICE TO BIDDERS.....</b>	<b>3-4</b>
<b>SECTION 2: INSTRUCTIONS TO BIDDERS.....</b>	<b>5-10</b>
<b>SECTION 3: BID FORMS.....</b>	<b>11-25</b>
<b>SECTION 4: CONTRACT.....</b>	<b>26-40</b>
<b>APPENDIX A – CHANGE ORDER INSTRUCTIONS &amp; FORM .....</b>	<b>37-38</b>
<b>NOTICE OF AWARD &amp; NOTICE TO PROCEED.....</b>	<b>39-40</b>
<b>SECTION 5: FEDERAL &amp; STATE REQUIREMENTS.....</b>	<b>41-56</b>
<b>SECTION 6: SPECIFICATIONS &amp; DRAWINGS</b>	

**NOTICE TO BIDDERS**  
**SECTION 1**



# CARROLL COUNTY COMMISSIONERS

119 S. Lisbon Street  
Suite 201  
Carrollton, Ohio 44615

PHONE: (330) 627-4869  
FAX: (330) 627-6656  
[www.CarrollCountyOhio.us](http://www.CarrollCountyOhio.us)

## **NOTICE TO BIDDERS**

### **SEALED PROPOSALS WILL BE RECEIVED BY:**

Board of Commissioners of Carroll County, Ohio  
119 S. Lisbon Street, Suite 201  
Carrollton, OH 44615

### **FOR THE FOLLOWING PROJECT:**

**WPCLF/HSTS Project # E**

Sealed bids for the WPCLF/HSTS Project # E will be received by the Board of Commissioners of Carroll County, Ohio, at their office in the Courthouse, 119 S. Lisbon Street, Suite 201, Carrollton, Ohio 44615, until **9:30 a.m.** Local Time on **October 31, 2019** and then at **9:30 a.m.** at said office opened and read aloud.

**PRE BID MEETING:** All Bidders are strongly encouraged to visit each homeowners' residence. Please contact each homeowner to schedule an appointment prior to viewing the property. The owner's contact information is provided in the package.

Plans, specifications and bid forms are on file in the Commissioners' Office where they may be obtained or examined during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. Upon receipt of a **\$20** non-refundable fee, a printed copy of the bid package may be provided. Checks shall be made payable to Carroll County Commissioners. An electronic version of the bid package may also be provided at no charge by calling the Commissioners' office at 330-627-4869 or by emailing a request to [rnuzzolillo@carrollcountyohio.us](mailto:rnuzzolillo@carrollcountyohio.us) and [cmodranski@carrollcountyohio.us](mailto:cmodranski@carrollcountyohio.us). The work covered by the plans and specifications includes: installation of one septic system. Work shall commence on a date specified in the Notice to Proceed but all work shall be completed within **60 Calendar Days** of that date.

Bids must be made on the Bid Form prescribed by the Commissioners, shall be mailed or personally delivered in a sealed envelope at the place and time designated above and shall clearly indicate "WPCLF/HSTS Project # E" on said envelope. Facsimile or electronic transmissions are not permitted. Each bid must contain full name and address of party submitting the bid and shall be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of the bid contained in the bid package.

The Commissioners reserve the right to reject any and all bids, to waive any informalities or irregularities if it is deemed in the best interest of Carroll County to do so, and to determine the lowest and best bid.

This notice is posted on Carroll County's internet site on the worldwide web at <http://www.carrollcountyohio.us/commissioners/publicnotices.html>. Bidders may access this Notice via the internet by typing in the address bar [www.carrollcountyohio.us](http://www.carrollcountyohio.us) and clicking on the button titled "Quick Links" at the top of the page, and selecting the link for public notices.

Publish one (1) time two weeks before opening: Free Press Standard, October 17, 2019  
Posted on Commissioners' bulletin board and website: October 10, 2019

**BY ORDER OF THE BOARD OF COMMISSIONERS  
OF CARROLL COUNTY**

/s/ Ronald M. Nuzzolillo Jr.

Ronald M. Nuzzolillo Jr, Assistant Clerk I

*This institution is an equal opportunity provider.*

# **INSTRUCTIONS TO BIDDERS**

## **SECTION 2**

## **INSTRUCTIONS TO BIDDERS**

1. **RECEIPT & OPENING OF BIDS:** The Board of Commissioners of Carroll County, Ohio (herein called the “Owner”), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at its office until 9:30 a.m. on October 31, 2019, and then at 9:30 a.m. at said office publicly opened and read aloud. The envelopes containing the bids must be received by the deadline above, sealed, and addressed to:

Carroll County Commissioners  
Attn: WPCLF/HSTS Project # E  
119 S. Lisbon Street, Suite 201  
Carrollton, OH 44615

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Owner will determine the lowest and best bid based on the bid amount and the Qualifications Questionnaire. Evaluation criteria are included in Item 6.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

2. **PRE BID MEETING:** All Bidders are strongly encouraged to visit the homeowners’ residence. Please contact each homeowner to schedule an appointment prior to viewing the property. The owner’s contact information is provided in the package.

Failure to visit the site does not relieve Bidder from any responsibility for completion of the work required under this contract.

3. **PREPARATION OF BID:** Each bid must be submitted with the following forms:
  - (a) Qualification Questionnaire
  - (b) Bid Form
  - (c) Affidavits
  - (d) Contractor Equal Employment Opportunity Certification
  - (e) Certification Regarding Debarment, Suspension, & Other Responsibility Matters
  - (f) American Iron & Steel Acknowledgement
  - (g) Bid Guaranty and Contract Bond
  - (h) Form HLS 0038

All blank spaces for bids must be filled in, in ink or typewritten, in both words and figures, and the Certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the amounts written in words shall govern.

Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, his/her address, and the name of the project for which the bid is submitted.

4. **ELECTRONIC MODIFICATION:** No bid shall be modified by electronic or telegraphic means.

5. **METHOD OF BIDDING:** Owner invites lump sum price bids indicated in the Bid Form. If the lowest bid received exceeds the amount of funds available to finance the contract, Owner may: (a) reject all bids; (b) augment the funds available in an amount sufficient to enable award to the lowest responsive bidder; or (c) take the base bid less a number of items as listed on the proposal form to produce a net amount, which is within available funds.
6. **QUALIFICATIONS & EVALUATION OF BIDDER:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The review process will be conducted in two stages. Stage 1 will consist of a preliminary review to ensure that the bid documents submitted adhere to the minimum requirements and that all forms are completed properly. Bids which successfully complete Stage 1 will be deemed qualified; those which do not complete Stage 1 will be deemed non-qualified and will be placed in the inactive file. All qualified bids will be reviewed, evaluated and rated in Stage 2. The evaluation will include, but will not be limited to:

- Overall responsiveness, viability and completeness of the bid as well as the likelihood that, in Owner's opinion and in the Owner's discretion, the bid best meets or exceeds the Owner's specifications;
  - Bidder references;
  - Completeness of all forms;
  - Qualifications of bidder;
  - Distinguishing characteristics;
  - Cost of proposed products, services and goods
  - Experience with a similar project of comparable size and scope;
  - Adequate resources, including equipment and workers, to complete project;
  - Ability to meet the deadlines set forth in this package; and
  - Any other facts considered relevant by the Owner and demonstrated by the bid or investigation by Owner.
7. **BID SECURITY:** Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. The bid guaranty must be either a bond for the full amount (100%) of the bid or a certified check, cashier's check or letter of credit for ten percent (10%) of the bid. Such cash, checks or bid bonds shall be returned to the unsuccessful Bidders immediately upon the awarding of a contract or rejection of all bids per ORC 307.90.

Simultaneously with his/her delivery of the executed contract, the winning Bidder shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100% of the

contract price and shall remain in effect through the end of the warranty period. A Payment Bond and Performance Bond are required. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

8. **CONDITIONS OF WORK:** Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the bidder in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
9. **OBLIGATIONS OF BIDDER:** At the time of the opening of bids, each bidder will be presumed to have inspected all available sites and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
10. **EXAMINATION OF SITE:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection herewith.
11. **SOIL CONDITIONS:** Subject to the convenience of the property owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of bidder, and he shall maintain and restore site to original condition. The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does Owner represent that the plans and specifications drawn are based upon any data so obtained. Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward work.
12. **WORKING FACILITIES:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
13. **ADDENDA AND INTERPRETATIONS:** No official interpretation of the meaning of the plans, specifications or other documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Carroll County Commissioners, 119 S. Lisbon Street, Suite 201, Carrollton, OH 44615 or emailed to [jleggett@carrollcountyohio.us](mailto:jleggett@carrollcountyohio.us) and [cmodranski@carrollcountyohio.us](mailto:cmodranski@carrollcountyohio.us). To be given consideration, such request must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the



specifications which, if issued, will be mailed by email and/or regular U.S. mail to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

14. **WATER SUPPLY:** All water for construction purposes as well as the expense of having water conveyed about the work must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract. The source, quality and quantity of water furnished shall at all times be satisfactory to the Owner.
15. **SIGNATURE OF BIDDER:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term “member of the firm”. In the case of an individual, use the terms “doing business as”, or “sole owner”. The bidder shall further state, in his proposal, the name and address of each person or corporation interested therein.
16. **NOTICE OF SPECIAL CONDITIONS:** Attention of the bidder is particularly called to those parts of the Contract and other contract documents and specifications which deal with the following:
  - a. Insurance requirements
  - b. Requirement for a payment bond and performance bond for 100% of contract price
  - c. Requirement that Owner approve all subcontractors
  - d. Time-for-completion and liquidated damages requirements
  - e. Safety standards
  - f. Bidder's and Owner's responsibility to obtain permits
  - g. Responsible bidder information
17. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** Upon award of the contract, but prior to execution of the final agreement and notice to proceed, the bidder shall submit all of the following documents, completed as required:
  - a. Acceptance of Notice of Award
  - b. Contract
  - c. Insurance certificate(s) and/or policy(ies)
  - d. Workers compensation certificate
  - e. Performance/contract bond
18. **PRE-CONSTRUCTION CONFERENCE:** Immediately after execution and delivery of the contract, a pre-construction conference may be scheduled by the Owner and at said conference the Contractor will provide a construction progress schedule satisfactory to the parties, showing the proposed dates of commencement and completion of each of the various subdivisions of work, including restoration required under the contract. If the project is anticipated to last longer than sixty (60) days, Owner and Contractor shall agree upon a

payment schedule which includes the approximate amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule.

19. **FOREIGN CORPORATIONS AND BIDDERS:** “Foreign Corporation” means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

# **BID FORMS**

## **SECTION 3**

## QUALIFICATION QUESTIONNAIRE

*This form must be submitted with each bid in order for the bid to be deemed responsive. Pursuant to Ohio Revised Code §307.90, the Board may consider certain factors when analyzing bids for the awarding of projects. Pursuant to the law of the State of Ohio, the Board may determine that the lowest bid is not necessarily the best bid. Your sworn answers to these questions will provide the necessary information to be considered. No single factor will be controlling. The Board reserves the right to contact all firms and/or persons mentioned in this Questionnaire and to exercise its full discretion in determining the lowest and best bid.*

1. How many years has this company/bidder been in business? \_\_\_\_\_
2. Are you able to provide the appropriate bonds and liability insurance? ☐ Yes ☐ No
3. Is your company currently in bankruptcy? ☐ Yes ☐ No
4. Has your company ever sued or been sued by a public entity over a public project? ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_
5. In the past 5 years, have any performance bonds been activated against you? ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_
6. In the past 5 years, have you been cited for violations of unemployment laws? ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_
7. In the past 5 years, have you been cited for violations of workers compensation laws? ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_
8. In the past 5 years, have you been cited for violations of any prevailing wage laws? ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_
9. In the past 5 years, any citations for violation of Fair Labor Standards Act (FLSA)? ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_
10. In the past 5 years, have you been cited for violations of Occupational Safety and Health Administration (OSHA) regulations? ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_
11. Do you have adequate resources, including equipment and workers, to complete this project within the contract time? ☐ Yes ☐ No  
If no, explain: \_\_\_\_\_
12. In the past 5 years, has any lawsuit been brought against the company or its owners? ☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_
13. Give at least one example of work completed similar in nature to that included in this project:  
\_\_\_\_\_  
\_\_\_\_\_

14. Give at least two references, including name, address, phone and contact person:

- a. \_\_\_\_\_  
b. \_\_\_\_\_

15. List all subcontractors expected to complete work on this project:

- a. Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
- b. Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
- c. Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTINUED ON NEXT PAGE**

## BID FORM

Date \_\_\_\_\_

To the Board of Commissioners of Carroll County, Ohio (hereinafter called "Owner").

Proposal of \_\_\_\_\_  
(hereinafter called "Bidder") a corporation organized and existing under the laws of the State of \_\_\_\_\_, -OR- a partnership, or an individual doing business as \_\_\_\_\_.

- A. The Bidder, in compliance with the Owner's invitation for bids for the WPCLF/HSTS Project # E, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project within the agreed upon time period. Bidder further agrees to pay as liquidated damages in the sum of \$250.00 for each consecutive calendar day thereafter as hereinafter provided the Contract.

- B. The undersigned acknowledges receipt of Addenda as follows:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
covering \_\_\_\_\_

- C. **BASE BID:** For the complete WPCLF/HSTS Project # E as provided for in the specifications and shown on the plans for the sum indicated below:

Site Location	Estimate Amount for each item (in words and figures)
David & Sandra Grubb 10263 Kensington Rd Kensington, OH 44427	EPA will cover 100% of the project costs. Phone: 330-223-1093
<b>Total estimate for contract:</b>	

CONTINUED ON NEXT PAGE

**I hereby attest to the accuracy of the answers I have given on the Qualifications Questionnaire and all other bid documents and further attest to the fact that I am in a position to know the correct answers.**

**BIDDER SIGNATURE AND INFORMATION**

**Bidder's Authorized Signature:**

\_\_\_\_\_

Company Name:

\_\_\_\_\_

President or Chief Executive Officer's Name/Title:

\_\_\_\_\_

Name of Bidder's Authorized Signatory

\_\_\_\_\_

Title:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Facsimile Number:

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

Where Incorporated:

\_\_\_\_\_

Federal Tax Identification Number:

\_\_\_\_\_

Contact person for Contract processing:

\_\_\_\_\_

## **AFFIDAVITS**

STATE OF OHIO:

COUNTY OF \_\_\_\_\_ SS:

Having provided a bid for the WPCLF/HSTS Project # E, the undersigned, being first duly sworn, deposes and states as follows:

### **NON-DELINQUENCY OF PERSONAL PROPERTY TAXES**

1. At the time the bid was submitted, I/we [were] [were not] charged with any delinquent personal property taxes on the general tax list of personal property of Carroll County.
2. That the amount of due and unpaid delinquent tax is \$\_\_\_\_\_.
3. That the amount of due and unpaid penalties and interest is \$\_\_\_\_\_.

### **REAL ESTATE TAX DISCLOSURE**

1. At the time the bid was submitted, I/we [were] [were not] charged with any delinquent real estate taxes on any parcel of real estate within Carroll County.
2. That the amount of due and unpaid delinquent tax is \$\_\_\_\_\_.
3. That the amount of due and unpaid penalties and interest is \$\_\_\_\_\_.

### **NON-COLLUSION AFFIDAVIT**

The bid for the above project 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 fake 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 the bid price of said Bidder or of any other Bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other Bidder, or to secure any advantage against the Owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said Bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, 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 his general business.

### **ANTI-DISCRIMINATION STATEMENT**

In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor or subcontractor or any person acting on behalf of such contractor shall by reason of race, creed or color, or handicap, discriminate against any citizen of the State of Ohio in the employment of laborers or workers who qualify and who are available to perform the work to which this contract relates. No contractor, subcontractor or any person acting on my behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color, or handicap.



**MISCELLANEOUS**

In consideration of the award of the bid, the above statements are incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE  
PUNISHABLE BY FINE AND/OR IMPRISONMENT.**

## Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

---

(Signature)

---

(Date)

---

(Name and Title of Signer, Please type or print)

---

(Firm Name)

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Type Name & Title of Authorized Representative

---

Signature of Authorized Representative

---

Date

☐ I am unable to certify to the above statements. My explanation is attached.

## American Iron and Steel Acknowledgement

The Contractor acknowledges to and for the benefit of Carroll County ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

---

Signature

---

Date

---

Name and Title of Authorized Signatory, Please Print or Type

---

Bidder's Firm

☐

Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

## BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_<sup>1</sup>  
and \_\_\_\_\_<sup>2</sup>  
as Surety, are hereby held and firmly bound unto the Board of Commissioners of Carroll County, Ohio<sup>3</sup> hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on \_\_\_\_\_ to undertake the project known as:

WPCLF/HSTS Project # E

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of \_\_\_\_\_ DOLLARS (\$ ). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including the alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount or which the Oblige may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference, not to exceed ten percent of the penalty hereon 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 Oblige accepts the bid of the Principal and the Principal within sixty (60) 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; and

<sup>1</sup>Here insert full name or legal title of Bidder and address

<sup>2</sup>Here insert full name or legal title of Surety

<sup>3</sup>Here insert full name or legal title of Owner

If the said Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, 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 benefit of any material man or laborer having a just claim, as well as for the Obligees herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY

By: \_\_\_\_\_

Attorney-in-Fact

Surety Company Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety Agent's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

**READ BEFORE COMPLETING YOUR DMA FORM**

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*



Ohio Department of Public Safety  
DIVISION OF HOMELAND SECURITY  
<http://www.homelandsecurity.ohio.gov>

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

#### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

#### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

### DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No



In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

**X**

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

# **CONTRACT**

## **SECTION 4**

# **CONTRACT**

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the “Contractor”, and the Board of Commissioners of Carroll County, Ohio through the Carroll County General Health District, hereinafter collectively called the “Owner”.

WITNESSETH, THAT WHEREAS on \_\_\_\_\_, 20\_\_\_\_, said Owner duly accepted the Contractor’s proposal for material and labor required to **install/repair/replace the household sewage treatment system on the premises listed below in the County of Carroll, State of Ohio:**

<u>Owner Name(s)</u>	<u>Physical Address/Parcel No.</u>	<u>Funding Tier</u>
David & Sandra Grubb	10263 Kensington Rd, Kensington, OH 44427 PPN: 11-0000237.000	100%

NOW THEREFORE, the Contractor and Owner for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and for the consideration and under the conditions hereinafter set forth herein, and intending to be legally bound, do hereby agree as follows:

## **ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS**

- A. Contractor has agreed and by these presents does agree with Owner for the consideration hereinafter named, to furnish all the materials and do all the work of whatever kind necessary to complete, in good substantial and workmanlike manner, ready for use, and in strict accordance with specifications heretofore prepared therefore, and according to the plans, profiles and drawings on file in the office of the Owner and subject to all the terms and conditions of said specifications, and to the approval of the Owner for the WPCLF/HSTS Project # E in the sum of \$\_\_\_\_\_.
- B. The project will be paid with funds through the Ohio Environmental Protection Agency’s program titled “Water Pollution Control Loan Fund, Household Sewage Treatment System” and is subject to all applicable local, state and federal laws and regulations.
- C. The Contractor shall comply with the requirements of the Water Pollution Control Loan Fund (WPCLF) Agreement and Chapter 3701-29 of the Ohio Administrative Code in performing the work under this Contract.
- D. The Contractor shall contact the Carroll County General Health District for a final inspection prior to backfilling and supply a completed and signed “as-built” diagram at time of final.
- E. The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.
- F. The signatories agree to ensure that the Director or its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site(s) and Project Facilities,

and to examine and inspect the same and to exercise the Director's rights pursuant to the WPCLF Assistance Agreement.

- G. The Contractor shall, in performing the work hereunder, comply with the American Iron and Steel Acknowledgment attached hereto in Section 3 and incorporated herein by reference.
- H. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- I. The Plans, Specifications and any Addenda shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines, and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.
- J. In the event of a conflict between the contract and the WPCLF Assistance Agreement, the provisions of the WPCLF Agreement shall prevail.

## **ARTICLE 2 - WAGE RATES**

This project does not require Ohio Prevailing Wage rates.

## **ARTICLE 3 - AFFIRMATIVE ACTION**

Each contractor or subcontractor must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 1246 as stated on page G-3 during the performance of this contract or subcontract. The contractor and subcontractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of those bid conditions by submitting a properly signed bid. The Contractor(s) shall appoint a company executive to assume the responsibility for the Implementation of the requirements, terms and conditions of these bid conditions.

## **ARTICLE 4 – INSURANCE**

Contractor shall indemnify, defend and hold harmless Owner and its elected officials, officers, agents, employees, and volunteers from and against any and all expenses, damages, claims, suits and liabilities connected with, arising out of, or incident to the performance of the Contractor's obligation under this contract or any subsequent agreement or contract.

The Contractor shall, at his expense, furnish and maintain insurance in the form and amounts specified in subparagraphs 1 through 7 inclusive, of this section. Policies shall be with acceptable insurance companies authorized to do business in the State of Ohio.

The Contractor shall not commence work nor shall he permit any of his Sub-contractors to commence work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the Owner. Such insurance policies shall be kept in force until the Contractor receives final payment.

Insurance shall be endorsed so that it cannot be changed or canceled in less than ten (10) days after receipt by Contractor and Owner of written notice of such proposed action from Insurer.

The insurance specified in Subparagraphs 1, 2, 3 and 4 shall be written under the comprehensive general form of liability insurance contracts.

The Contractor shall furnish three (3) certificates or, whenever specifically requested by the Owner, three (3) certified copies of the insurance policies themselves and a receipt evidencing full payment of the premiums.

In addition to the insurance described hereinafter, the Contractor shall secure and maintain such other insurance as may be designated elsewhere in the Contract document.

If the Contractor is required to repair or perform work after the completion of the work involved under this Contract or obtain new policies in accordance with the requirements in this section.

1. *General Liability:* In addition to such fire and other physical damage insurance as the Contractor elects to carry for his own protection, he shall also secure and maintain in the name of the Owner, the government agency sponsoring the Project, Subcontractors, the Consulting Engineer and any other parties having an interest in the Project, as named insured as their interest may appear; a general liability policy for fire, extended coverage, vandalism and malicious mischief in the amount of one hundred (100) percent of the value of the complete parts of the Project and Materials in storage, except that such coverage shall not be required in connection with sewer, water main or paving construction. Pump or lift station construction shall not be considered sewer or water main construction for purposes of this paragraph.
2. *Workers Compensation:* The Contractor shall provide Workers Compensation Insurance for all employees engaged in Work who may come within the protection of the workers compensation law, and, where applicable, employer's General Liability Insurances for employees not so protected and shall require all Subcontractors to provide corresponding insurance. The Contractor shall indemnify the Owner and the Consulting Engineer against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the workers compensation law.
3. *Contractor's Motor Vehicle Bodily Injury and Property Damage Liability Insurance:* Insurance to cover liability arising from the use and operation of motor vehicles in connection with the performance of the Contract (as customarily defined in liability insurance policies), whether they be owned, hired or non-owned by the Contractor, as follows:
  - a. Bodily Injury Liability: \$500,000 for each person; limit of \$1,000,000 for each occurrence.
  - b. Property Damage Liability: \$500,000 for each occurrence.
4. *Contractor's Public Liability and Property Damage Liability Insurance:* Contractor's

Public Liability Insurance providing a limit of not less than \$500,000 for all damages arising out of bodily injuries, including accidental death to one person, and a total limit of \$1,000,000 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. Contractor's Property Damage Liability Insurance providing for a limit on not less than \$500,000 for all damages to or destruction of property.

Coverage under this policy shall include, to the limits indicated above, the collapse or damage to any structure, building or its contents, public or private utility, or pavement during construction and for two (2) years thereafter.

Whenever Work under the Contract is to be done in the vicinity of existing underground utilities or structures, coverage under the policy shall also include, to the limits indicated, all damages to said underground utilities or structures during construction and for a period of two (2) years thereafter. Whenever Work under the Contract is to be done by blasting, coverage under the policy shall also include, to the limits indicated above, all damages of any kind whatsoever caused by blasting.

5. *Contractor's Protective Public Liability and Property Damage Liability Insurance:* Contractor's Protective Public Liability and Property Damage Liability Insurance for operations performed by Subcontractors providing for coverage and limits corresponding to those described in subparagraph 4.
6. *Owner's Protective Public Liability and Property Damage Liability Insurance:* Regular Owner's Protective Public Liability and Property Damage Liability Insurance for operations performed by the Contractor or any Sub-contractor providing for coverage and limits corresponding to those described in subparagraph 4.

This policy shall be written in the name of the Owner as a separate policy from those specified elsewhere herein.

7. *Railroad Protective Liability Insurance:* In any of the Work under this Contract is on railroad R/W, the Contractor shall at its sole cost and expense, procure and provide, for and in behalf of each railroad company. Protective Liability Insurance (AARAASHO form) with minimum limits per occurrence of not less than \$2,000,000 for bodily injury, death and/or property damage, subject to an aggregate limit of \$6,000,000 per annum. The policy shall name each railroad company as the insured and be issued to the Contractor. Each railroad company shall be provided with a copy of each policy of insurance prior to commencement of any work.

## **ARTICLE 5 – GENERAL INDEMNIFICATION**

To the fullest extent of the law, Contractor agrees to indemnify, defend, and hold harmless the Owner, their respective officers, agents, employees, elected officials and volunteers from and against all loss, cost, expense, damage, liability, or claims, whether groundless or not, which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of Contractor or anyone acting in its behalf. Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding, which may be commenced there under. And Contractor shall pay any and all expense, including but not limited to, costs, attorney's fee and settlement expenses, which may be incurred therein.

## **ARTICLE 6 - SAFETY**

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and program in connection with the Contract. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the job and other persons who may be affected thereby, and all the work and materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the contract, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-586), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971. The Chapter shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.
- D. The Contractor shall maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the applicable specifications.

## **ARTICLE 7 - PERMITS**

The Owner is responsible for obtaining and paying for the Ohio EPA Notice of Intent form/permit and the Carroll County General Health District Home Sewage Treatment System (HSTS) Application. Any other permits and licenses required by the City, County, State and/or other agency will be the responsibility of the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

## **ARTICLE 8 - SUPERVISION**

- A. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain at the worksite a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its representatives will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations; the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be scheduled so that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.
- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the affected property.

## **ARTICLE 9 - SUBCONTRACTING**

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations hereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
- C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 17 of INSTRUCTIONS TO



CONTRACTORS. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

- D. Nothing contained in these Contract documents shall create any contractual relation between the Owner and the Subcontractor(s).

#### **ARTICLE 10 - CHANGE OF WORK**

- A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the Contractor nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid as stipulated in the change order authorizing such work.
- C. Any change or changes regardless of cost that substantially modify the proposed project must be approved in advance by Owner. No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner in the form of a Change Order. The Change Order form and instructions are attached in Appendix A.

#### **ARTICLE 11 - TIME**

- A. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work shall be commenced on a date specified in the Notice to Proceed but all work shall be completed within **60 Calendar Days** of that date. Contractor shall not begin the work to be performed hereunder until receipt of a written Notice to Proceed from the Owner. Time is of the essence to this agreement.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages \$250.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

#### **ARTICLE 12 - COMPLETION OF WORK & GUARANTEE**

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of completion. The Contractor warrants and guarantees for a period of one year from the date of completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the

Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The bond shall remain in full force and effect through the guarantee period.

- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

### **ARTICLE 13 – DEFAULT OR TERMINATION**

This Contract may be terminated for “just cause.” As used herein “just cause” shall mean: (1) the failure, refusal, or inability of the Contractor to complete job in a timely and proper manner in accordance with the terms of this Contract; or (2) unworkmanlike conduct or performance by the Contractor at the job site; or (3) the lack of knowledge or capability to perform any of the duties or obligations in accordance with the specifications of this Contract and any applicable health or safety code standards. In this case, upon ten (10) days written notice to the Contractor, the Owner shall have the right to declare the Contractor in default of the Contractor’s obligations under this Contract. Said notice shall contain the reason for the Owner’s intent to declare the Contractor at fault and unless within ten (10) days after the service of said notice, the violations shall cease or satisfactory arrangements shall be made between the Contractor and the Owner for its correction, the Contractor, by written notice, may be declared in default and his/her right to proceed under the Contract terminated. If the Contractor is declared to be in default under this Agreement, then the Owner may proceed to have the Contractor’s work under this Contract completed, shall deduct the cost of having the work completed by some other qualified Contractor from any money due the Contractor under this Contract, and the Contractor shall be responsible for any damages resulting to the Owner by reason of said default.

### **ARTICLE 14 - PAYMENT**

Contractor will be reimbursed for work performed only after:

- (1) the contract(s) has been executed by all parties and a copy submitted to Ohio EPA, and
- (2) the installation of the HSTS has been inspected by the local health district and a final inspection certification has been issued, and
- (3) a payment request that documents costs incurred for the individual HSTS improvements is submitted by the local government agency to Ohio EPA (the request must be accompanied by the local health district final inspection certification), and
- (4) the Ohio EPA reviews and approves the submissions and directs the Ohio Water Development Authority to disburse approved amounts to the local government agency.

A turnaround time of 20-30 days can be expected before said funds are forwarded to Contractor. Owner will make partial payments to Contractor during construction if the duration of the project is expected to exceed sixty (60) days. Partial payment to the contractor for work performed under the a lump sum price shall be based on a schedule prepared by the Contractor and approved by the architect or engineer who shall apportion the lump sum price to the major components entering into or forming a part of the work under the lump sum price. Partial payments to the contractor for labor performed under either a unit or lump sum price contract shall be made in accordance with applicable sections of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/printed name

\_\_\_\_\_  
Title

AGENCY – COMMISSIONERS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/printed name

\_\_\_\_\_  
Title

AGENCY – HEALTH DEPARTMENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/printed name

\_\_\_\_\_  
Title

**CERTIFICATION OF CONTRACTOR**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Contractor

**CERTIFICATE OF OWNER'S ATTORNEY**

I, Steven D. Barnett, the duly authorized and acting legal representative of Carroll County, do hereby certify as follows:

The attached contract is in accordance with R.C. 153.01 to 153.60. I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF OWNER'S FINANCIAL OFFICER**

ATTEST:

I, Lynn Fairclough, Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of Carroll County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A CHANGE ORDERS**

### **CHANGE ORDER INSTRUCTIONS:**

All Change Orders for this work, regardless of costs, must be submitted to Ohio EPA for review.

#### *Changes Requiring Prior Approval*

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

#### *All Other Changes*

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one

(1) month of the time at which they are approved by the Owner. Change Orders for WPCLF projects should be submitted to the Division of Environmental and Financial Assistance (DEFA).

#### *Change Order Approval Process*

After the Change Order is executed, one (1) copy of the Change Order, including the supporting documentation, is to be sent to Ohio EPA for final review. The HSTS Change Order form must have original signatures.

Health Departments should submit change orders electronically to the DEFA Engineer who reviewed and approved their project.

After the Change Order is accepted and eligible costs determined, Ohio EPA will return a signed copy of the HSTS Change Order form.

#### *Payments for Change Order Work*

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until the Ohio EPA's approval of the Change Orders has been obtained.

## CONTRACT CHANGE ORDER

APPROVED BY:	_____	DATE:	_____
	(Carroll County Commissioners)		
APPROVED BY:	_____	DATE:	_____
	(Health Department Representative)		
ACCEPTED BY:	_____	DATE:	_____
	(Contractor)		
	_____		
	(Company)		

Original Contract Amt		
Previous Changes (+ / --)		
This Change (+ / --)		
Adjusted Contract Amt		
Ohio EPA Acceptance		Date

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT Description:      WPCLF/HSTS Project # E**

The OWNER has considered the bid submitted by you on \_\_\_\_\_, 20\_\_\_\_  
(Bid Date) for the above described work in response to its advertisement for bids and information  
for bidders.

You are hereby notified that your bid has been accepted in the total amount of \$\_\_\_\_\_.

You are required by the Information for Bidders section to execute the agreement and furnish the  
required Bond, if applicable, and Certificates of Insurance within sixty (60) calendar days from the  
date of this notice to you.

If you fail to execute said agreement and to furnish said bond within sixty (60) days from the date  
of this notice, said owner will be entitled to consider all of your rights arising out of the Owner's  
acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be  
granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**OWNER**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Contractor on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By:\_\_\_\_\_

Name and Title:\_\_\_\_\_

cc:      Contractor's Surety  
         Surety's Agent

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT Description:     WPCLF/HSTS Project # E**

You are hereby notified to commence work in accordance with the agreement dated \_\_\_\_\_, 20\_\_\_\_, on or after \_\_\_\_\_, 20\_\_\_\_, and you are to complete the work within \_\_\_\_\_ (\_\_\_\_\_) consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 20\_\_\_\_.

**OWNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by Contractor on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_



# **FEDERAL & STATE REQUIREMENTS**

## **SECTION 5**

## **CONTRACTOR'S CERTIFICATION**

The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Owner, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Owner, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor understands that this project is funded with State grant money. The Contractor shall not act or fail to act in any manner that would cause the county to lose funding for the project.

## **INTEREST OF LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

## **INTEREST OF CONTRACTOR AND EMPLOYEES**

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## **RECORDS AND AUDITS**

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for three years after the expiration of this contract unless permission to destroy them is granted by the Owner.

## **FEDERAL OR STATE OFFICIALS NOT TO BENEFIT**

No members of or delegate to the Congress of the United States of America, and no resident U.S. Commissioner, nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC Sec. 102.03(A)) will be admitted to any share or part hereof or to any benefit to arise herefrom.

## **REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

## **PATENT RIGHTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

## **COPYRIGHTS & RIGHTS IN DATA**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

## **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## **TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

## **ACCESS TO RECORDS**

The State of Ohio or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

## **OWNER REPORTING REQUIREMENTS**

The Contractor, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

## **ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## **SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION**

### **A. Lead-Based Paint Hazards**

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

### **B. Use of Explosives**

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

### **C. Danger Signals and Safety Devices**

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

## **SPECIAL EQUAL OPPORTUNITY PROVISIONS**

### **A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

*(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)*

During the performance of this contract, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate the foregoing requirements in all subcontracts.

### **B. Executive Order 11246 (Contracts/subcontracts above \$10,000)**

#### **1. Section 202 Equal Opportunity Clauses**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11248 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Housing and Community Partnerships (OHCP), the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

- (1) The offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Goals for Minority Participation</u>	<u>Goals for Female Participation</u>
<u>6.9%</u>	<u>6.9%</u>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered areas. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goal established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**The Contractor shall provide written notification to the Manager of the Office of Housing and Community Partnerships, Ohio Department of Development, P.O. Box 1001, Columbus, Ohio 43266-0101 within ten (10) working days** of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.



As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any): Carroll County

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to whom the Director delegates authority;
- c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (i) Black: all persons having origins in any of the Black African racial groups not of Hispanic origin;
  - (ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
  - (iii) Asian and Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
  - (iv) American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action

obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs of the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on

bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related

activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7q). The efforts of a contractor association, joining contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7q of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially desperate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by OHCP and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. **Certification of Nonsegregated Facilities (Over \$10,000)**

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services

at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, \*\*transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt for the provision of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

\*\*Parking lots, drinking fountains, recreation or entertainment areas.

**D. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**E. Section 109 of the Housing and Community Development Act of 1964**

- (a) No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. [Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.]
- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of those regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.



# **SPECIFICATIONS & DRAWINGS**

## **SECTION 6**

Site Location: 10265 Kensington Rd This evaluation is for test hole(s): 1

PARAMETER	VALUE	UNITS	NOTES
Estimated Flow	360	GPD	Flow estimated at 120 gallons/bedroom/day. Additional flows may be added when needed. SFOSTS estimated from Ohio EPA manual
Infiltrative Dist.	12 24	INCHES	HLLR increases as infiltrative distance decreases. HLLR also based on slope, soil texture, structure, and consistence.
HLLR	3.0	GPD/FT.	May be adjusted when infiltrative distance <8" or is greater than 24" -- see OAC 3701-29-15 (N)(2)(d) and (e).
Minimum Length	120	FEET	New Construction - May reduce by 10% for Existing Lots Replacement -- May reduce up to 30%. Must use LPP if reduced above 20%.
ILR (Septic Tank/Pretreated)	0.4 0.6	GPD/SQ.FT.	Lower ILR value is for septic tank effluent. Higher ILR is for pretreated effluent <25mg/L BOD.
Minimum Area (With Septic Tank)	900	SQ.FT.	<b>RESTING REQUIRED:</b> Must add 25% to the total minimum area for resting on leaching trenches, except when using timed LPP. The full required area must be available for use at all times. More than 25% may need to be added when the number of trenches and/or trench length is not conducive to resting 25%.
Minimum Area (With Pretreatment)	1000	SQ.FT.	

LIMITING CONDITIONS	RULE 3701-29-15	Min VSD	Minimum Unsaturated In-situ Soil	Present at Site	Depth from Surface
Fractured and/or Karst Bedrock or Highly Permeable Materials (See Definitions)	E1	36"	12"	Yes <u>No</u>	
Ground Water or Aquifer	E2	36"	12"	Yes <u>No</u>	
Other High Risk Condition	E3	36"	12"	Yes <u>No</u>	
Other Limiting Condition	D	18"	8"	Yes <u>No</u>	
Perched Seasonal Water (Septic Tank Effluent)*	G	12"	12"	<u>Yes</u> No	33
1' SDC Pretreatment Device - Minimum of 8" Unsaturated In-Situ Soil To Perched Water Timed Dose LPP = 6" Soil Depth Credit and 8" Unsaturated In-Situ Soil To Perched Water					

**Perimeter Drains / Swales Required:**

- ☐ Interceptor Drain \_\_\_\_\_ Inches Deep  
☒ Curtain Drain 35 Inches Deep  
☐ Diversion Swale  
☐ None

**Low Pressure Distribution Required: YES or NO**

- Reason:
- ☐ Highly permeable materials connected to water table  
☐ Shallow limiting condition  
☐ Slow and very slow permeability soils  
☐ Length reduction 20% to 30%

☒ Adequate length/width is available along the contour for initial and replacement STS.  
☐ Based on information submitted, it cannot be determined if the parcel is suitable for an STS.  
☐ **DISAPPROVED:** Based on site/soil characteristics. The property is unsuitable for an STS.  
**Existing Structures Only.** ☐ Off-lot discharge is necessary. NPDES permit is required.

COMMENTS: \_\_\_\_\_

Reviewed by:

Gina Marini /  
Todd Paulus

Date(s):

4-10-19

# SEWAGE TREATMENT SYSTEM APPLICATION AND SITE EVALUATION FORM

<b>STREET NAME</b> Kensington Rd.		<b>TEMPORARY RANGE NUMBER</b>	<b>PERMANENT NUMBER</b> 10265
<b>TOWNSHIP</b> East		<b>CITY, ZIP</b> Kensington 44427	<b>PARCEL NUMBER</b> 11-0000237.000
<input checked="" type="checkbox"/> <b>HSTS</b> <input type="checkbox"/> <b>SFOSTS</b> <input type="checkbox"/> <b>OTHER</b> IF OTHER, DESCRIBE _____		<input type="checkbox"/> MUNICIPAL WATER <input type="checkbox"/> NEW WELL <input checked="" type="checkbox"/> EXISTING WELL <input type="checkbox"/> OTHER	<input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATION <input checked="" type="checkbox"/> REPLACEMENT <input type="checkbox"/> INCREMENTAL
<b>TYPE OF STRUCTURE</b> <input checked="" type="checkbox"/> SINGLE FAMILY <input type="checkbox"/> DUPLEX <input type="checkbox"/> TRI-PLEX <input type="checkbox"/> BUSINESS OR OTHER SMALL FLOW		<b>LOT SIZE</b> <input type="text" value="1.09"/> ACREAGE <input type="text"/> FRONTAGE <input type="text"/> DEPTH	<b>ESTIMATED FLOW</b> <input type="text" value="3"/> BEDROOMS @ 120GPD/BED = <input type="text" value="360"/> GPD OTHER _____

## COMMENTS

## THIS IS NOT A PERMIT

I hereby submit this application to install a sewage treatment system on behalf of the property owner of the above location. I understand that the installation must conform to the requirements of O.A.C. 3701-29, O.R.C. 3718, and Carroll County Sewage Treatment System Regulations. I understand that I must maintain an operation permit for the life of the system and that I may be responsible to properly maintain the system. I further understand that the operation permit may require to obtain a service contract for the life of the sewage treatment system

\*APPLICANT MUST ARRANGE FOR SOIL ANALYSIS.

\*A DESIGN PLAN MUST BE FURNISHED AND SIGNED BY DESIGNER, INSTALLER, HOMEOWNER, AND BUILDER

\*APPLICANT MUST FLAG ALL PROPERTY CORNERS AND POST HOUSE NUMBER ON A SIGN IN A LOCATION EASILY VISIBLE FROM THE STREET. IN ADDITION, THE SEWAGE TREATMENT SYSTEM AREA MUST BE PROPERLY BARRICADED AND PROTECTED FROM DAMAGE.

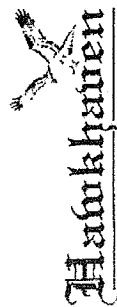
<b>APPLICANT'S NAME (PLEASE PRINT)</b> David + Sandra Grubb	<b>OWNER'S NAME</b> David + Sandra Grubb	<b>APPLICATION DATE PAID</b>
<b>ADDRESS, CITY, AND ZIP</b> 10265 Kensington Rd. Kensington, 44427		<b>HOME PHONE NUMBER</b> 330-223-1093
<b>APPLICANT'S SIGNATURE</b>		<b>CELL PHONE NUMBER</b>

## HEALTH DEPARTMENT USE ONLY

<b>House Plans Reviewed</b> <i>Date / Initials</i>	<b>Sewage Permit Fee / Date Paid</b>	<b>Recorded Easement Instr #</b>	<b>Variance Granted</b>
<b># of Bedrooms</b>	<b>Installation Permit Number</b>	<b>O &amp; M Information Entered</b> <i>Date / Initials</i>	
<b>Design Plan Approval Date</b>	<b>As-Built Received Date</b>	<b>Inspection Dates and Reason</b>	
<b>Final Approval</b> <i>Date / Name</i>			

County:	Carroll
Township / Sec.:	
Property Address/Location:	10263 Kensington Road Kensington, OH
Applicant Name:	David & Sandra Grubbs
Address:	10263 Kensington Road Kensington, OH
Phone #:	330-223-1093
Lot #:	existing home
Test Hole #:	1
Latitude/Longitude:	N 40:72112 W 80:97832
Method:	X Pit Auger
Probe	

Land Use / Vegetation:	pasture
Landform:	Upland
Position on Landform:	Hillslope
Percent Slope:	5
Shape of Slope:	Linear
Weather:	cloudy
Date Evaluated:	3/18/2019
Evaluator:	Barry D. Cavanna CPSS, CPESC
	4686 Valley Road
	Wooster, OH 44691

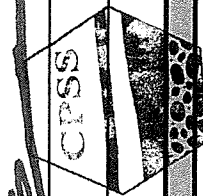


4686 Valley Road  
Wooster, OH 44691  
(925) 628-8187

**CERTIFICATION #19577**

Signature:

Phone#: 925-628-8187



Soil Profile		Estimating Soil Saturation				Estimating Soil Permeability							Certified Professional Soil Scientist BARRY GAVANNA 19577	
		Munsell Color (hue, value, chroma)		Redoximorphic Features		Class	Texture		Structure			Type (shape)		
Horizon	Depth (inches)	Matrix Color	Concentrations	Depletions				Approx. % Clay	Approx. % Fragments	Grade	Size			
Ap	0-6	10YR 4/3				sil	1.5		2	m	gr	fr		
BA	6-8	10YR 5/4				sil	1.5		2	m	sbk	fr		
Bt1	8-20	10YR 4/4				sil	1.5		2	m	sbk	fr		
Bt2	20-33	10YR 4/3				sicl	30		2	m	sbk	fi		
Bt3	33-48+	10YR 4/4		10YR 6/2		sicl	30	5	2	m	sbk	fi		

Limiting Conditions		Depth to (in.)	Descriptive Notes	Remarks / Risk Factors:
Perched Seasonal Water Table		33		
Apparent Water Table		n/a >60		
Highly Permeable Material		n/a >60		
Bedrock		n/a >60		
Restrictive Layer		n/a >60		

**Note :** The evaluation shall include a complete site plan or site drawing.

ODH - Dec. 2006 - Revised Sept. 2007

Design By Scott Kugler

10265 Kensington Rd  
Kensington, MD 20705

David & Sandra Grubbs

Daily Flow  
360 GPD

400 sq ft + 25%  
Using Chambers

675 sq ft + 25%

4 - 120' Lines on Contactor

Min. 6' on Center  
Max Depth 21"



Curtain Drain  
35"



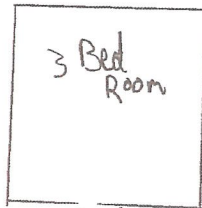
1 - 1500 gal Dual comp.

1 - 1000 gal. Pump Tank

Quaker City  
or equivalent

(Pasture)

EQ 36 Chambers  
Infiltrator

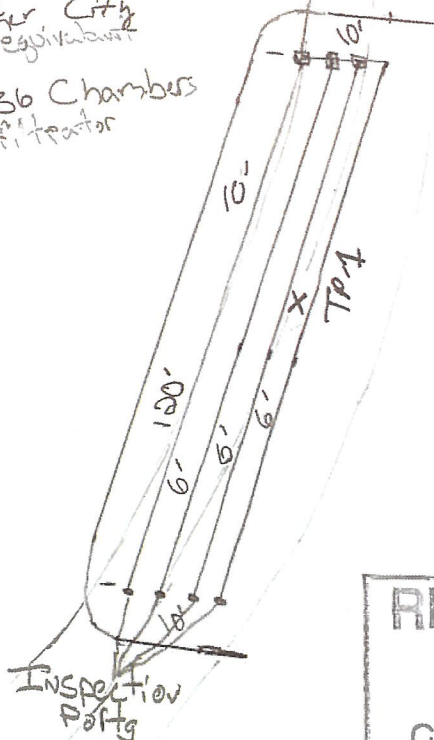


Bench Mark

1/4" to 20"

1500 gal Dual comp.  
1000 gal Pump Tank

95' 1" PVC



RECEIVED

MAY 08 2019

CARROLL CO.  
HEALTH DEPT.

Abandon old Tank  
according to H/D rules

Ensure all gray water  
goes into new system

\* kitchen Sink  
\* Downstairs Shower  
\* Laundry Discharge

CPE 4  
Champion Pump

TDH 17.6

94' 1" High Pressure PVC

80 gal Per Dose

All Floats on Separate Tree  
Weep Hole for Drain Back

☒ APPROVED  
5.17.19  
mm

Elevations at Ground Level  
+ Flagged

Bench Mark - 3"

TP-1 - 3'7"

Sewer Exit - 3"

Contactor Tank - 3'10"

Inlet - 6'10"

Outlet - 7'0"

Pump Tank - 7'6"

Inlet - 7'10"

Outlet - 7'10"

Curtain Drain - 1'4"

Line 1 - 1'11"

Line 2 - 0'7"

Line 3 - 3'3"

Line 4 - 3'10"

1" = 40'

Scale

Kensington Rd.

Liquid Friction Pressure Loss	
Pressure Loss (psi): 3.27 Head Loss (ft): 7.6	
Line Number: Date: 5/7/2019 Nominal Pipe Size: 1.5 Pipe Schedule: SCH 40 Flow Rate (gpm): 25 Viscosity (cP): 1 Specific Gravity (water=1): 1 Temperature (F): 70 Pipe Roughness (ft): 0.000016 Actual Pipe ID (in.): 1.61 Fluid Velocity (ft/sec): 3.94 Reynolds Number: 49108 Flow Region: Turbulent Friction Factor: 0.021 Overall K: 31.32	Piping Length (ft): 110 Long Radius Elbows: 4 Lift Check : 1

$$10' + 7.6 = 17.6$$

TDH 17.6

'Copy and Paste' Pressure Loss or Head Loss into other applications

If any output is NaN click back button and make sure all Fluid and Piping and Valves and Fittings fields contain values, enter 0 if necessary

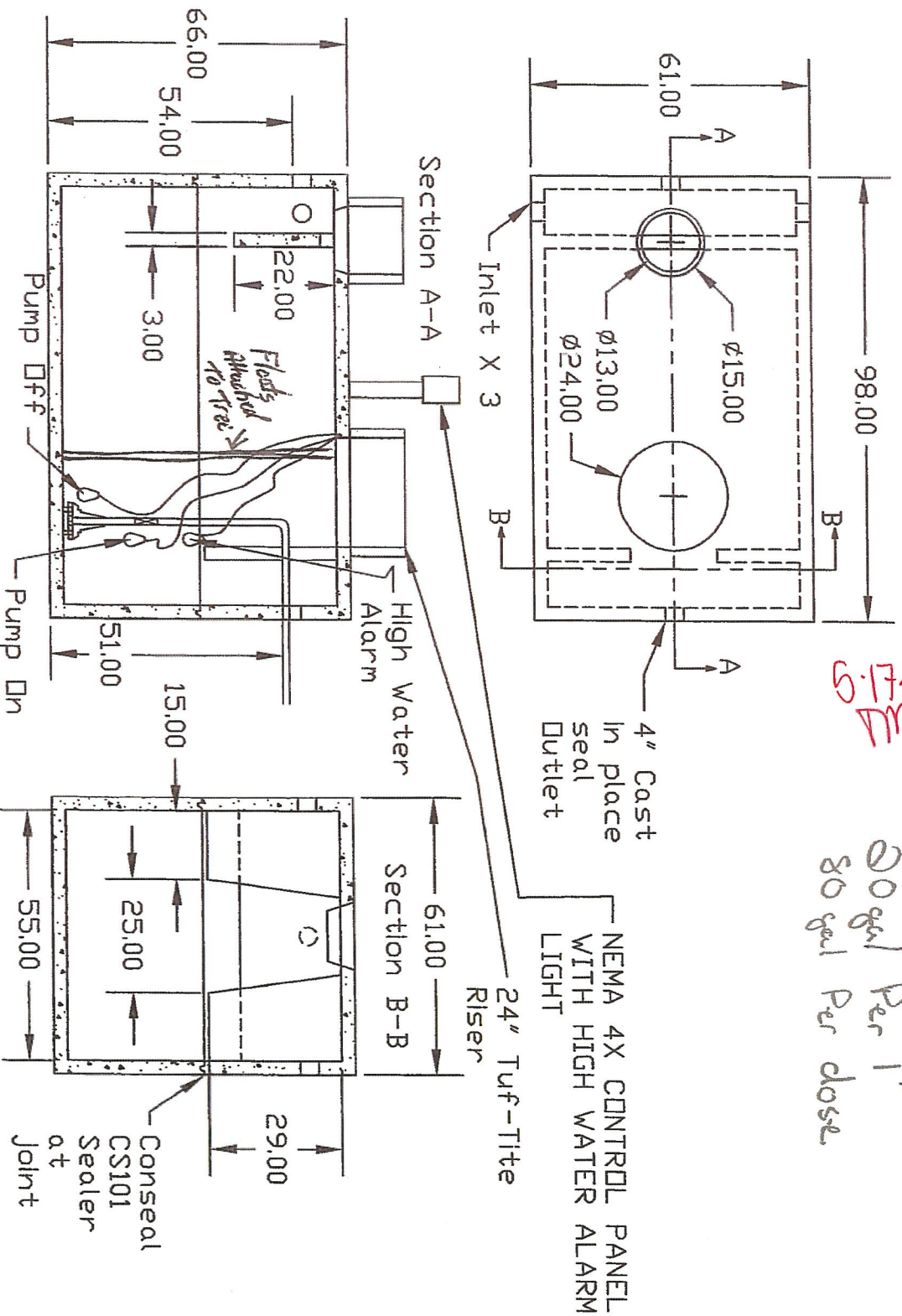
☒ APPROVED  
5.17.19  
TM



**APPROVED**

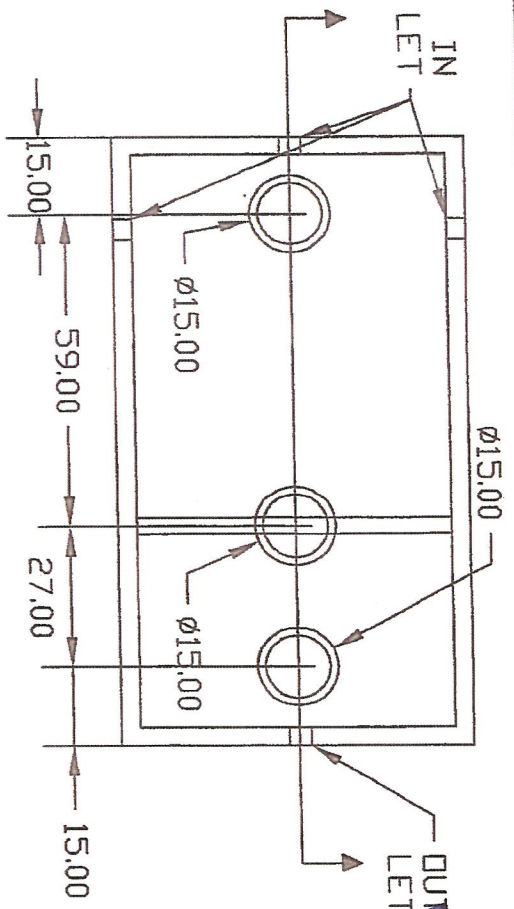
61.71.9  
M

20 gal Per 1"  
80 gal Per dose

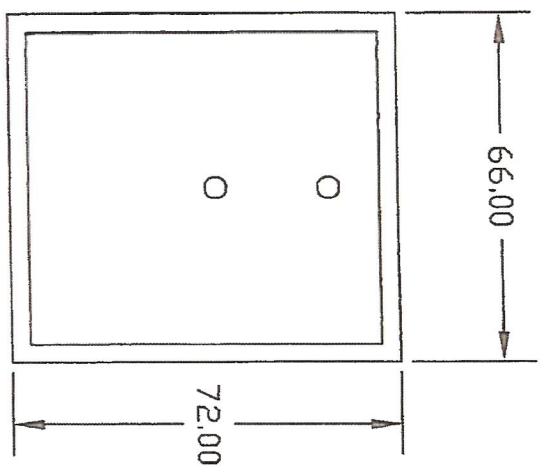
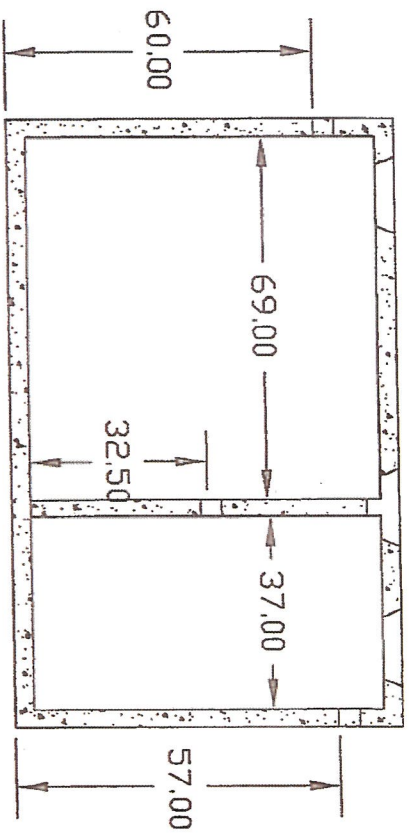


1000 Gallon Dosing Tank  
Tank reinforced with 6X6 Wire Mesh  
6.5 sack Concrete Mix With Lime Stone Agg.

Quaker City Septic Tank 1000 Gallon Dosing Tank	
12-20-15	Scale 3/8"=1'



**APPROVED**  
 5-17-19  
 WLA



1500 Gallon Septic Tank Dual Compartment  
 Tank Reinforced With 6X6 wire mesh  
 5000 PSI Concrete

Quaker City Septic Tanks	
Date 9-9-15	Scale 3/8"=1'



# Champion Pump

# CPE

4/10 - 1/2HP  
EFFLUENT

Every pump tested in water to ensure pump meets performance curve.

## FEATURES/BENEFITS

### PERFORMANCE

Heads up to 65' TDH  
Flows up to 86 GPM

### MOTOR

High efficient, 115v or 230v, oil filled, permanent split capacitor motor with upper and lower ball bearings and thermal overload protection

- Constant bearing lubrication
- Maximum motor cooling
- Runs cooler and lasts longer
- Internal overload protection
- Quiet operation
- Fasteners and shaft made from rugged, corrosion resistant stainless steel

### SEAL DESIGN

Type 21 inboard seal design with secondary exclusion seal

- Rotating components of seal are in the motor housing, being lubricated by the motor oil preventing foreign matter from wrapping around the seal components
- Seal will last longer if the pump runs dry
- Secondary exclusion seal keeps debris from entering the seal cavity

### IMPELLER DESIGN

Non-clog style, cast-iron vortex impeller (CPEH Thermoplastic Vortex)

- Designed to help reduce clogging by foreign material

### POWER CORD

Sealed entry quick disconnect power cords

- Prevents water from entering the motor housing through a cut cord
- Easy to replace in the field
- Available in lengths up to 100'

### SWITCH

Piggy-back switch design

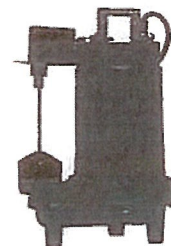
- Defective switches can be diagnosed over the phone
- Pump can be operated manually or supplied with other piggy-back switches
- Switch can be replaced without having to replace the pump

## APPLICATIONS

Dewatering, septic systems, residential and commercial developments, elevator pits and STEP systems



APPROVED  
517-19  
TM



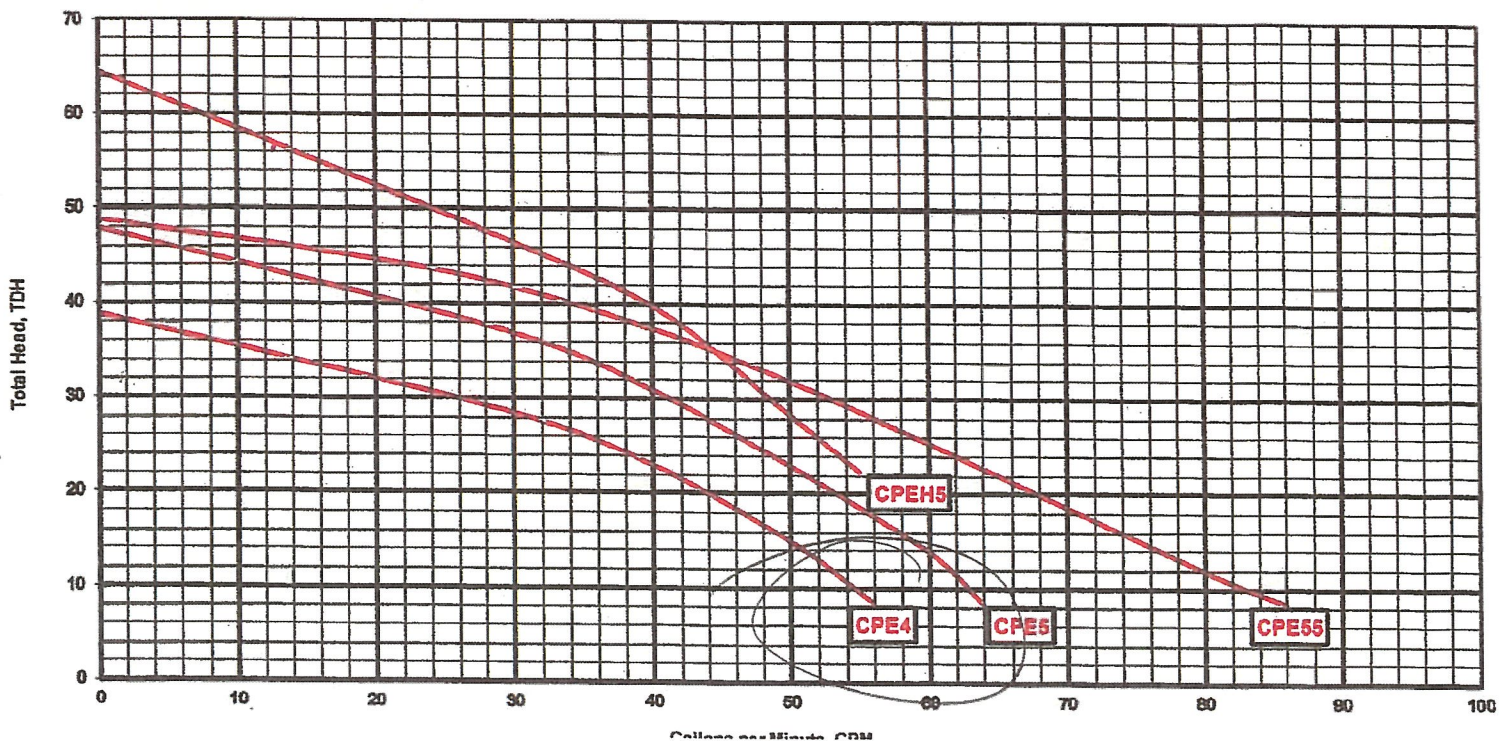
Vertical Float



Wide-Angle Float

4/10-1/2 HP submersible pumps that handle up to 3/4" solids with 2" discharge

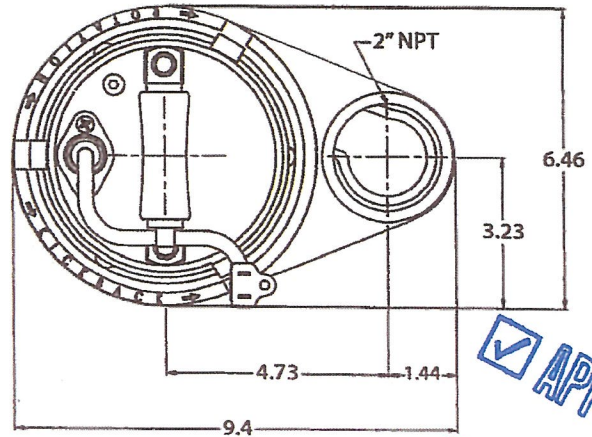
## PERFORMANCE CURVE





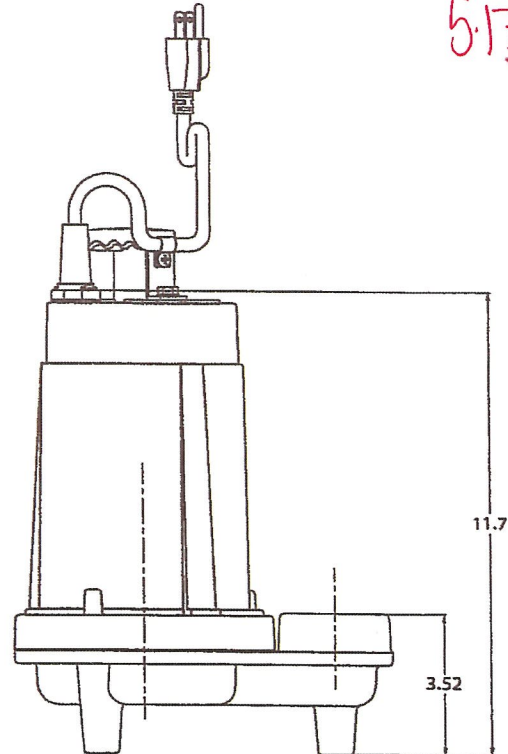
## TECHNICAL DATA

DISCHARGE	2" NPT. vertical standard
LIQUID TEMPERATURE	140 Degrees F. (Intermittent)
MOTOR HOUSING	Cast Iron
VOLUTE	Cast Iron
SEAL PLATE	Cast Iron
IMPELLER	Cast Iron / Vortex (CPEH thermoplastic vortex)
SOLIDS HANDLING	3/4"
SHAFT	Stainless Steel
SHAFT SEAL (SINGLE SEAL)	Inboard mechanical with secondary exclusion V-Seal, carbon rotating face, ceramic stationary face, Buna-N elastomer, 300 series stainless steel hardware
BEARINGS (UPPER & LOWER)	Single row, ball, oil lubricated
HARDWARE	300 Series stainless steel
O-RINGS	Buna-N
CORD	20' Length standard. Up to 100' available. (UL/CUL) Listed 16 AWG, Type SJTW
MOTOR (SINGLE PHASE)	4/10-1/2 HP 3450 RPM, 60 Hz, NEMA L Includes Overload Protection in the motor, oil filled, class B permanent split capacitor
WEIGHT	37 lbs. (Manual)



✓ APPROVE

5.17.19  
TM



## MODEL(S) INFORMATION

MODEL	HP	VOLTS	PHASE	AMPS	CORD LENGTH	SWITCH
CPE4-12 / CPE5-12 / CPE55-12 / CPEH5-12	4/10 - 1/2	115	1	6.6 / 8.5 / 10.5 / 11.5	20'	Manual
CPE4-13 / CPE5-13 / CPE55-13 / CPEH5-13	4/10 - 1/2	115	1	6.6 / 8.5 / 10.5 / 11.5	30'	Manual
CPE4-15 / CPE5-15 / CPE55-15 / CPEH5-15	4/10 - 1/2	115	1	6.6 / 8.5 / 10.5 / 11.5	50'	Manual
CPE4A-12 / CPE5A-12 / CPE55A-12 / CPEH5A-12	4/10 - 1/2	115	1	6.6 / 8.5 / 10.5 / 11.5	20'	Wide-Angle Float
CPE4A-13 / CPE5A-13 / CPE55A-13 / CPEH5A-13	4/10 - 1/2	115	1	6.6 / 8.5 / 10.5 / 11.5	30'	Wide-Angle Float
CPE4V-12 / CPE5V-12 / CPE55V-12 / CPEH5V-12	4/10 - 1/2	115	1	6.6 / 8.5 / 10.5 / 11.5	20'	Vertical Float
CPE4V-13 / CPE5V-13 / CPE55V-13 / CPEH5V-13	4/10 - 1/2	115	1	6.6 / 8.5 / 10.5 / 11.5	30'	Vertical Float
CPE4-22 / CPE5-22 / CPE55-22 / CPEH5-22	4/10 - 1/2	230	1	3.3 / 4.3 / 5.75 / 5.75	20'	Manual
CPE4A-22 / CPE5A-22 / CPE55A-22 / CPEH5A-22	4/10 - 1/2	230	1	3.3 / 4.3 / 5.75 / 5.75	20'	Wide-Angle Float
CPE4V-22 / CPE5V-22 / CPE55V-22 / CPEH5V-22	4/10 - 1/2	230	1	3.3 / 4.3 / 5.75 / 5.75	20'	Vertical Float



## The Quick4<sup>®</sup> Plus Equalizer 36 Low Profile (LP) Chamber

### Quick4 Plus Series

The Quick4 Plus Equalizer 36 Low Profile (LP) offers maximum strength through its two center structural columns. This chamber can be installed in a 24-inch-wide trench. It is 4 inches shorter in height than other Equalizer 36 model chambers, allowing for shallower installation. Like the original line of Quick4 chambers, it offers advanced contouring capability with its Contour Swivel Connection™, which permits turns up to 15°, right or left. The Quick4 Plus All-in-One 8 and Quick4 Plus Endcaps provide increased flexibility in system design and configurations.



**Maximum Strength**

### Quick4 Plus Equalizer 36 LP Chamber Specifications

**Size**

22"W x 53"L x 8"H  
(559 mm x 1346 mm x 203 mm)

**Effective Length**

48" (1219 mm)

**Louver Height**

6.3" (160 mm)

**Storage Capacity**

20 gal (76 L)

**Invert Height**

3.3" (84 mm), 9.6" (244 mm)



5.17.19  
JM

### Quick4 Plus Equalizer 36 Low Profile (LP) Chamber Benefits:

- Low profile design makes this chamber ideal for shallow applications
- Reduces imported fill needed for cap and fill systems
- Two center structural columns offer superior strength
- Advanced contouring connections
- Latching mechanism allows for quick installation
- Four-foot chamber lengths are easy to handle and install
- Supports wheel loads of 16,000 lbs/axle with 12" of cover

### Quick4 Plus All-in-One Periscope Benefits:

- Allows for raised invert installations
- 180° directional inletting
- 12" raised invert is ideal for serial applications



### Quick4 Plus All-in-One 8 Endcap Benefits:

- May be used at the end of chamber row for an inlet/outlet or can be installed mid-trench
- Mid-trench connection feature allows center feed inletting of chamber rows
- Center-feed connection allows for easy installation of serial distribution systems
- Variable pipe connection options allow for side, end or top inletting
- Piping drill points are set for gravity or pressure pipe



### Quick4 Plus Endcap Benefits:

- Simple, flat design
- Allows installation of a pipe from the end only
- Piping drill points are set for gravity or pressure pipe

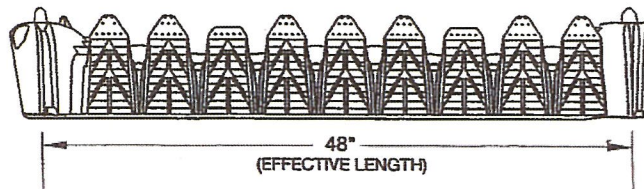
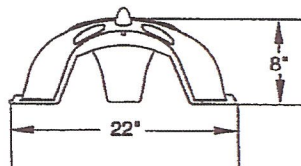


Certified by the International  
Association of Plumbing  
and Mechanical  
Officials (IAPMO)

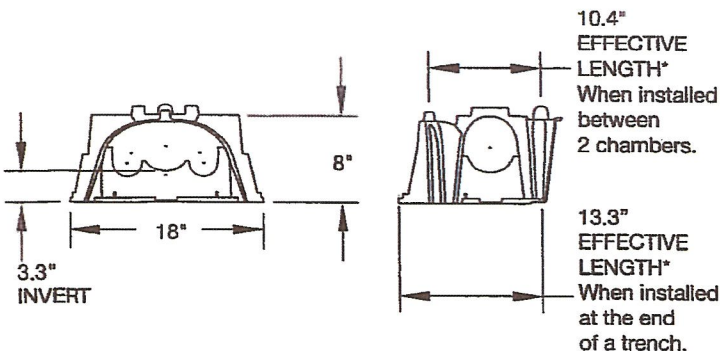




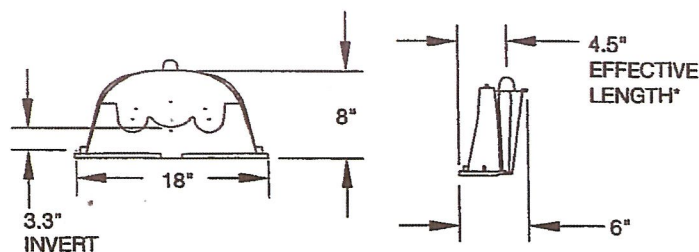
5-17-14 TM



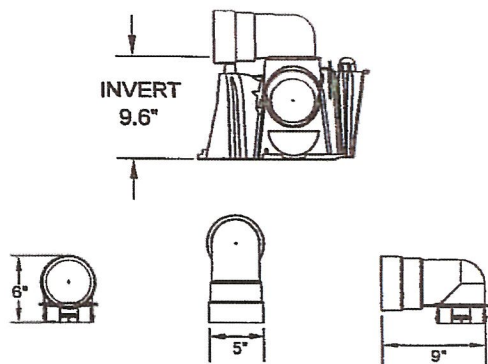
### Quick4 Plus All-in-One 8 Endcap



### Quick4 Plus Endcap



### Quick4 Plus All-in-One Periscope



### INFILTRATOR WATER TECHNOLOGIES STANDARD LIMITED WARRANTY

(a) The structural integrity of each chamber, endcap and other accessory manufactured by Infiltrator ("Units"), when installed and operated in a leachfield of an onsite septic system in accordance with Infiltrator's instructions, is warranted to the original purchaser ("Holder") against defective materials and workmanship for one year from the date that the septic permit is issued for the septic system containing the Units; provided, however, that if a septic permit is not required by applicable law, the warranty period will begin upon the date that installation of the septic system commences. To exercise its warranty rights, Holder must notify Infiltrator in writing at its Corporate Headquarters in Old Saybrook, Connecticut within fifteen (15) days of the alleged defect. Infiltrator will supply replacement Units for Units determined by Infiltrator to be covered by this Limited Warranty. Infiltrator's liability specifically excludes the cost of removal and/or installation of the Units.

(b) THE LIMITED WARRANTY AND REMEDIES IN SUBPARAGRAPH (a) ARE EXCLUSIVE. THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE UNITS, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

(c) This Limited Warranty shall be void if any part of the chamber system is manufactured by anyone other than Infiltrator. The Limited Warranty does not extend to incidental, consequential, special or indirect damages. Infiltrator shall not be liable for penalties or liquidated damages, including loss of production and profits, labor and materials, overhead costs, or other losses or expenses incurred by the Holder or any third party. Specifically excluded from Limited Warranty coverage are damages to the Units due to ordinary wear and tear, alteration, accident, misuse, abuse or neglect of the Units; the Units being subjected to vehicle traffic or other conditions which are not permitted by the installation instructions; failure to maintain the minimum ground covers set forth in the installation instructions; the placement of improper materials into the system containing the Units; failure of the Units or the septic system due to improper siting or improper sizing, excessive water usage, improper grease disposal, or improper operation; or any other event not caused by Infiltrator. This Limited Warranty shall be void if the Holder fails to comply with all of the terms set forth in this Limited Warranty. Further, in no event shall Infiltrator be responsible for any loss or damage to the Holder, the Units, or any third party resulting from installation or shipment, or from any product liability claims of Holder or any third party. For this Limited Warranty to apply, the Units must be installed in accordance with all site conditions required by state and local codes; all other applicable laws; and Infiltrator's installation instructions.

(d) No representative of Infiltrator has the authority to change or extend this Limited Warranty. No warranty applies to any party other than the original Holder.

The above represents the Standard Limited Warranty offered by Infiltrator. A limited number of states and countries have different warranty requirements. Any purchaser of Units should contact Infiltrator's Corporate Headquarters in Old Saybrook, Connecticut, prior to such purchase, to obtain a copy of the applicable warranty, and should carefully read that warranty prior to the purchase of Units.



**INFILTRATOR**  
water technologies

4 Business Park Road  
P.O. Box 768  
Old Saybrook, CT 06475  
860-577-7000 • Fax 860-577-7001  
1-800-221-4436  
www.infiltratorwater.com  
info@infiltratorwater.com

U.S. Patents: 4,759,861; 5,017,041; 5,156,488; 5,336,017; 5,401,116; 5,401,459; 5,511,903; 5,716,163; 5,588,778; 5,839,844 Canadian Patents: 1,329,959; 2,004,584 Other patents pending.  
Infiltrator, Equalizer, Quick4, and SideWinder are registered trademarks of Infiltrator Water Technologies. Infiltrator is a registered trademark in France. Infiltrator Water Technologies is a registered trademark in Mexico.  
Contour, MicroLeaching, PolyTuff, ChamberSpacer, MultiPort, PosiLock, QuickCut, QuickPlay, SnapLock and StraightLock are trademarks of Infiltrator Water Technologies.  
PolyLok is a trademark of PolyLok, Inc. TUF-TITE is a registered trademark of TUF-TITE, INC. Ultra-Rib is a trademark of IPEX Inc.

© 2013 Infiltrator Water Technologies, LLC. All rights reserved. Printed in U.S.A.

PLUS06 0713



10265 Kensington Rd

Legend



Google Earth