

### PREVENT. PROMOTE. PROTECT.

May 17, 2021

250 William Howard Taft Road Cincinnati, OH 45219 Phone: 513.946.7800 Fax: 513.946.7890 hcph.org

Dear Property Owner,

Hamilton County Public Health (HCPH) previously pre-approved you at 50% grant funding through the Water Pollution Control Loan Fund (WPCLF) to help in the sewage treatment system (STS) replacement project at your primary residence. The WPCLF requires at least three quotes be submitted to Hamilton County Public Health for each eligible project. HCPH previously reviewed and approved the STS replacement plan for your property. Attached you will find a copy of the approved plan which you will need to use in order to solicit quotes on behalf of HCPH.

Using the attached forms, sample contract, approved STS design plan for your property and the guidance provided in this letter, you will need to contact registered STS installers individually for quotes. Attached is a list of registered STS installers you may contact. Any contractors interested in your project must be given a copy of this letter with all attachments. Interested contractors will need to provide a quote for the total cost for all work needed to install the approved STS using the form provided. This will include all items specified on the approved STS design plan, any needed connection of plumbing into the building sewer, disconnection and re-routing of any clear water from the plumbing system or STS, any needed electrical service upgrade if required to accommodate the replacement STS components, any other eligible and justified items, finished grading, seed and straw, and proper abandonment of the existing STS components.

To keep the process moving forward at least three quotes must be obtained by you on behalf of HCPH. All quotes must be collected by you and submitted at one time to HCPH by 06/30/2021. Keep in mind that returning all quotes sooner will be better to help your chances of receiving the WPCLF funding. Quotes will be reviewed by a team of individuals at HCPH. The contract will be awarded to the qualified applicant based on the lowest and best bid and will be dependent upon bidder's availability to complete the requested work in a timely fashion. Awarded contracts are strictly between HCPH and the selected contractor. Any attempt to enter into separate contract, addendum, modification, invoice or other contractual agreement, except for the property owner's matching percentage to be paid directly by the owner to the contractor, without prior approval by HCPH may disqualify the bidder.

If selected to complete the STS installation, the contractor will be contacted directly by HCPH. At that time, they will be required to sign a site specific version of the attached contract and submit all required contract paperwork to HCPH. Once verified, a Notice-to-Proceed will be issued to the contractor by HCPH allowing the selected contractor to begin the installation. All work required must be completed (including final inspection) by December 15, 2021 and following receipt of the Notice-to-Proceed.

It should be noted that any unexpected changes and/or alterations needed during the performance of work, requires a Contract Change Order (see Contract - Attachment B). Payment for any changed or extra services will not occur without pre-approval using this method. Also note that the contract has special insurance and bid bonding/financial guarantee requirements that must be followed.





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For the WPCLF portion of the payment to occur, HCPH must approve the final STS installation. After which, the contractor must submit to HCPH an invoice, by December 17, 2021, to document the incurred costs for the repair/replacement along with an approval certificate issued by HCPH. Upon verification of this information, HCPH will send a request to Ohio EPA for reimbursement of the eligible system repair/replacement costs. After confirmation by Ohio EPA, the Ohio Water Development Authority will distribute the funding to HCPH, who will then pay the contractor the approved amount. Any portion of the approved bid amount not covered by the WPCLF must be paid directly by the property owner to the contractor.

At this time, if you would like to remain eligible for the WPCLF, you must solicit quotes, on behalf of HCPH, for your STS replacement project. When submitting each quote to you, the contractor must include a completed, signed and dated copy of the following attachments:

- i Hamilton County Bid Proposal Form
- i Contractor Equal Employment Opportunity (EEO) Certification Form
- i Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form
- i American Iron and Steel (AIS) Form

At least three quotes must be collected by you, then be submitted together to HCPH with the items listed above, on or before June 30, 2021 to:

Hamilton County Public Health Attn: Chris Griffith 250 William Howard Taft Cincinnati, OH 45219

If you have any questions concerning this program, please feel free to contact me directly at 946-7866.

Sincerely,

W/ es

Christopher M. Griffith, RS Director of Water Quality

# Hamilton County Bid Proposal Form

Contractor Name:	
Contractor Address:	
Contractor Phone(s):	
Project Address:	
Bid Due Date:	
Total Amount of Bid:	
Total Amount in Written Words:	
Signature, Printed Name, Contractor	Date

I will begin the work within upon receipt of the written Design Contract and Notice to Proceed Order, and will complete the work within 45 days, unless otherwise agreed to by Hamilton County Public Health.

The above total price includes all materials, labor and other costs such as overhead, permits, sales tax and profit. This bid is valid for a period of 30 days after the date this proposal is received by Hamilton County Public Health.

Mail Bid Packet to: Hamilton County Public Health

Attn: Chris Griffith 250 William Howard Taft Cincinnati, OH 45219

# 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 the 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 of the rules, regulations, and relevant orders of the 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 of 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 of 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 vender. 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)

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 statues or commission if 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.

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

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Go to <u>https://www.sam.gov/portal/SAM/##11</u> to access the Excluded Parties List System (EPLS). The EPLS includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

# Where To Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters, Regional office, or Ohio EPA, as required in the applications.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from: Ohio EPA Division of Environmental and Financial Assistance P.O. Box 1049 Columbus, Ohio 43216 1049 (614) 644 2798 http://epa.ohio.gov/defa/EnvironmentalandFinancialAssistance.aspx The Contractor acknowledges to and for the benefit of \_\_\_\_\_\_

("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 Contactor 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.

# CONSTRUCTION CONTRACT HAMILTON COUNTY PUBLIC HEALTH With xxxx xxxxx For the Property at xxxxx Road Dated xx xx, 2021

### PROJECT: HOUSEHOLD SEWAGE TREATMENT SYSTEM REPAIR/REPLACEMENT PROJECT

This CONTRACT, made and entered into at HAMILTON COUNTY, Ohio, on xxxx xx, 2021 by the HAMILTON COUNTY PUBLIC HEALTH, hereinafter referred to as "HCPH"); and xxxxxxxx (hereinafter referred to as "CONTRACTOR").

WITNESSETH, the HCPH and the CONTRACTOR hereby agree as follows:

### 1. <u>CONTRACT DOCUMENTS</u>

The Contract consists of this document, the Contractor's Bond, the Contractor's Bid, the Design Drawings, the Design Specifications, all Addenda issued prior to execution of this Contract, the Notice To Proceed (Attachment A), all Change Orders (Attachment B) issued subsequent thereto and Federal, State, and/or Local Regulations: and when specified: Labor and Material Bond, Affirmative Action and Equal Opportunity Requirements, Contractor Equal Employment Opportunity Certification Form (Attachment C), Certification Regarding Debarment, Suspension and Other Responsibility Matters Form (Attachment D), and American Iron and Steel Acknowledgement Form (Attachment E).

# 2. <u>CONTRACT REGULATIONS</u>

Terms and conditions of this Contract shall be governed by the provisions of Chapters 153 and 4115 and Section 149.53 of the Ohio Revised Code, and all applicable local, State and Federal Ordinances, Statues and Regulations.

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, handicap, or color, including, but not 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. All records, manuals, forms, drawings, schedules, lists, surveys, specifications, designs, and other data pertaining to the work specified in this contract are and shall remain the sole property of the HCPH. The use of any Subcontractor must be reported to the HCPH and they shall be bound by the same requirements as the CONTRACTOR.

# 3. <u>BONDING</u>

A bond or other form of financial guarantee shall be submitted by the CONTRACTOR in accordance with Sections 153.54/307.89 of the Ohio Revised Code and Section 3.4 of the Water Pollution Control Loan Agreement for the full amount of the Contractor's Bid.

#### 4. <u>THE WORK</u>

The CONTRACTOR shall perform and complete all work of the Project required by the Contract Documents for xxxxxx Road, supplying all the labor, materials, supervision, tools and equipment necessary and required for the proper abandonment of the existing sewage treatment system (tanks and drywells, if present) and replacement of the sewage treatment system in accordance with the Installation Permit, Design, Project and Contract Documents; shall proceed in a prompt and diligent manner, and shall do the several parts thereof at such times and in such order as the HCPH may direct, and shall execute, construct, finish, and test when required, the Project in an expeditious, substantial and workmanlike manner to the satisfaction of HCPH, and to the final acceptance of the Project by HCPH.

### 5. <u>TIME OF COMMENCEMENT AND COMPLETION</u>

The CONTRACTOR shall commence work upon receipt of the written Notice To Proceed (Attachment A) issued by HCPH. The CONTRACTOR shall complete the Project work by December 15, 2021 and following the Notice To Proceed.

#### 6. <u>RIGHTS OF ACCESS</u>

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.

#### 7. <u>CONTRACT CONFLICTS</u>

In the event of a conflict between the contract and the WPCLF Assistance Agreement, the provisions of the WPCLF Agreement shall prevail.

#### 8. <u>CONTRACT SUM</u>

Hamilton County Public Health, utilizing OHIO EPA funding, shall pay the CONTRACTOR for the performance of the Work, up to the sum of \$xx,xxxx.xx (xx% of eligible costs paid by HCPH with \$x,xxx.xx - xx%

covered by the property owner) subject to additions and deductions by Change Orders (Attachment B) properly approved and executed and executed Change Orders for increases will be paid by HCPH, utilizing OHIO EPA funding, and/or homeowner contribution. Neither HCPH nor OHIO EPA will responsible for additional reinspection fees.

#### 9. <u>PAYMENTS</u>

Based upon Applications for Payment submitted to the HCPH by the CONTRACTOR, and after installation approval by HCPH, the contractor shall submit an invoice that documents costs all incurred to HCPH. The invoice shall detail the services rendered, including charge rates, number of hours, materials or supplies consumed, and other information needed to support the invoice to HCPH. Upon verification of this information, HCPH will send a request to Ohio EPA for reimbursement of the eligible costs. After confirmation by Ohio EPA, the Ohio Water Development Authority will distribute the funding to HCPH, who will then pay the Contract Sum to the CONTRACTOR as provided in Chapter 153 of the Ohio Revised Code and after payment is received from the Ohio EPA.

#### 10. <u>NEGLECT, DEFAULT, DELAY, ETC.</u>

Hamilton County Public Health or Hamilton County Board of Health shall not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by another contractor, nor shall any such neglect, default, delay, or interference of or by another contractor, or alteration which may be required in said Work within the time aforesaid, or from the damage to be paid in default thereof. The CONTRACTOR shall pay HCPH \$200.00 for each and every calendar day of completion the Project is delayed beyond the date fixed for completion in Section 3 herein.

#### 11. <u>INSURANCE</u>

The Insurance Specifications for Contractors and their subcontractors are as follows:

- A. All insurance required herein shall be issued by companies licensed to do business in Ohio, and which are rated not less than A: VII by A. M. Best.
- B. Commercial General Liability insurance with commercial general liability form GC 00 01 or its equivalent, with limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate covering death, bodily injury, and property damage. Coverage must include premise and

operations, contractual liability, third party property damage, severability of interest, completed operations coverage, maintained for at least three years beyond the date of the contractor's completion of the work, waiver of subrogation, and waiver of "cross claim exclusion between insured's".

- C. Business auto liability insurance of at least \$1,000,000 combined single limit, on all owned and non-owned leased and hired automobiles.
- D. Umbrella and excess liability policies of at least \$1,000,000, per occurrence and in the aggregate, above the underlying General Liability and business auto policies. Coverage must include drop down features, concurrency of effective dates: aggregates in the primary apply in the Umbrella, waiver of subrogation.
- E. The Commercial General Liability and business auto policies must endorse the Board of Health of Hamilton County, Ohio, their employees, officials, agents and volunteers as additional insureds.
   Further these policies must waive subrogation claims against the aforesaid individuals.
- F. Owner shall require its contractors and subcontractors to provide Workers' Compensation Insurance coverage at the statutory limits required by the Ohio Revised Code. 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, Hamilton County Board of Health, their employees, officials, agents and volunteers and the Consulting Engineer against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the workers compensation law.
- G. Each policy required herein may not be canceled or materially changed except upon thirty days prior written notice given to: Hamilton County Public Health, 250 William Howard Taft, Cincinnati, Ohio 45219.

- H. Maintenance of the insurance required hereunder is a material element of this Agreement.
   Material changes of the required coverage or cancellation of the coverage in violation of subsection G, above, is a material breach of this Agreement.
- I. Builders Risk: In addition to such fire and other physical damage insurances as the Contractors 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 builders' risk 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.
- J. 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. K. 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 J.

- Dwner's (HCPH) 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 specified elsewhere herein.
- M. 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.

### Certificates of Insurance

The Contractor shall file a Certificate of Insurance for all coverage required in these Insurance Specifications on the ACORD 25 Form (preferred), and a copy of his current Worker's Compensation Certificate, with the Hamilton County Public Health before starting work on the project, and shall keep such Certificates current and on file with the County for the life of this Contract.

### Indemnification Clause

The Contractor agrees to indemnify and save The Board of County Commissioners, Hamilton County Ohio, Hamilton County Board of Health, HCPH, their officials, officers, agents, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation's, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person, firm, or corporation arising out of the errors, omissions or negligent acts of the Contractor in the performance of the terms of this Contract by the Contractor, including but not limited to the Contractor's employees, agents, subcontractors, sub-subcontractors, and others designated by the Contractor to perform work or services in, about, or attendant to, the work and services under the terms of this contract.

#### Notice To Proceed

The Contractor shall not commence work under this contract until he has obtained all the insurance required herein, has submitted appropriate Certificates of Insurance to and received approval of the County as evidenced by a Notice to Proceed (Attachment A).

#### Subcontractors

The Insurance Specifications apply equally to all subcontractors and sub-subcontractors at any tier during the period of their work on the project. The Prime Contractor shall be solely responsible for his subcontractor's liability if he permits the Sub to work on the project without the Sub having been issued a Notice to Proceed by the County.

### 12. FAILURE TO COMPLY

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, HCPH may avail itself of any and all remedies provided in their behalf in the Contract, and shall have the right and power to proceed in accordance with the provisions thereof.

#### 13. <u>RESOLUTION OF DISPUTES</u>

In the event of a dispute covering additional costs, claims and any other matter arising out of or relating to this Contract, or the breach thereof, such disputes shall be decided by submission to a court of competent jurisdiction within one (1) year of the date upon which HCPH accepts and approves the project for use. The CONTRACTOR hereby waives any right to rely upon the statute of limitations for actions on contracts.

Failure to bring an action within one year of the above date shall constitute a bar to such action. If, however, within ten (10) days of the specific event giving rise to the disputed matter, the CONTRACTOR gives HCPH, by written notice, a request to submit the matter to arbitration, HCPH and the CONTRACTOR may agree, within sixty (60) Days of receipt of the above notice, to submit the matter to arbitration as set forth below.

If the parties agree, by written change order signed by HCPH, the Ohio EPA, and the CONTRACTOR, to submit such dispute to arbitration, all proceedings shall be according to Ohio

Revised Code Chapter 2711, and, unless waived, the Ohio Rules of Civil Procedure and the Ohio Rules of Evidence. HCPH and the CONTRACTOR shall each choose one arbitrator. The two arbitrators shall agree upon and choose a third arbitrator, who shall preside over the proceedings.

Compensation of the arbitrators shall be as agreed upon by HCPH, the CONTRACTOR and the arbitrators. Payment for the arbitrators shall be shared equally by HCPH and the CONTRACTOR. The CONTRACTOR shall deposit, as a precondition to commencement of the hearing, its equal share of the compensation of the arbitrators with HCPH to be placed in an account for that purpose, or with an escrow agent suitable to both parties. The hearing or the arbitration shall commence within sixty (60) days of the agreement to arbitrate. If the hearing is not commenced within sixty (60) days of the agreement to arbitrate, said agreement shall be void and the dispute shall be resolved by submission to a court of competent jurisdiction as herein before specified. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. All questions with regard to the rights and authority of the arbitration panel shall be resolved pursuant to Chapter 2711, of the Ohio Revised Code.

#### 14. <u>IN FORCE AND EFFECT</u>

Subject to the applicable provisions of law, this contract shall be in full force and effect from and after the date when a fully executed and approved counterpart hereof is forwarded to the CONTRACTOR, but the CONTRACTOR shall not start work on the Project until written notification to proceed is received from HCPH.

#### 15. Executive Order 11246 Sec.202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

A. 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, demolition, 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 contracting officer setting forth the provisions of the nondiscrimination clause.

- B. 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 for employment without regard to race, color, religion, sex, or national origin.
- C. 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 agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, 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 No. 11246 of September 24, 1965, or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the provisions of Paragraphs (A) through (G) 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 No. 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 contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 16. <u>Violating Facilities Clause</u>

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.

### 17. <u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters</u>

The Contractor certifies to the best of its knowledge and belief that it and its principles:

- **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 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 or State antitrust statues or commission if 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.

IN WITNESS WHEREOF, the County and the Contractor affix their signatures:

WITNESS:	HAMILTON COUNTY PUBLIC HEALTH
	Health Commissioner
Date	
WITNESS:	CONTRACTOR:
	By:
	Title
Contractor to complete applic	ahle paragraph below:
A Corporation organiz to do business in the S	ed under the Laws ofand qualified State of Ohio.
Co-partners trading ar	nd doing business under the firm name and style of
List names of all Partn	ers
Or Joint Venture Participants _	
An individual doing bu	siness under the firm name and style of

# ATTACHMENT A HAMILTON COUNTY PUBLIC HEALTH NOTICE TO PROCEED

Date \_\_\_\_\_ Contractor Name Street Address City, State, Zip Code

Notice To Proceed With: \_\_\_\_\_

Enclosed is your copy	of the completely executed contract in the amount of \$	to be paid from
the	fund.	

You are hereby authorized and notified to PROCEED with the repair or replacement of the household sewage treatment system located at \_\_\_\_\_\_ in accordance with all terms and conditions of your contract with HCPH. This includes by reference the specifications upon which you bid.

Sincerely,

Greg Kesterman Health Commissioner, Hamilton County Public Health

# ATTACHMENT B State of Ohio WATER POLLUTION CONTROL LOAN FUND (WPCLF/SRF) HSTS

# **CONTRACT CHANGE ORDER**

 CHANGE ORDER NBR	RECIPIENT
CONTRACT	LOAN NUMBER
DATE	OWDA PROJECT No.
	Description of Change (include address):

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	

# ATTACHMENT B

### 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.

# ATTACHMENT C 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 the 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 of the rules, regulations, and relevant orders of the 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 of 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 of 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 vender. 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)

(Firm Name)

# ATTACHMENT D

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 statues or commission if 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.

# ATTACHMENT D

# Certification Regarding Debarment, Suspension, and Other Responsibility Matters

# INSTRUCTIONS

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Go to <u>https://www.sam.gov/portal/SAM/##11</u> to access the Excluded Parties List System (EPLS). The EPLS includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

# Where To Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters, Regional office, or Ohio EPA, as required in the applications.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from: Ohio EPA Division of Environmental and Financial Assistance P.P. Box 1049 Columbus, Ohio 43216 1049 (614) 644 2798 http://epa.ohio.gov/defa/EnvironmentalandFinancialAssistance.aspx

# ATTACHMENT E

# American Iron and Steel Acknowledgement

The Contractor acknowledges to and for the benefit of \_\_\_\_\_ ("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 Contactor 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.



#### PREVENT. PROMOTE. PROTECT.

Greg Kesterman Health Commissioner

250 William Howard Taft Road,2nd Floor Cincinnati, Ohio 45219

Phone 513.946.7800 Fax 513.946.7890

hamiltoncountyhealth.org

March 23, 2021

GARY L & RUTH M CAMPBELL 8574 MT HOPE RD HARRISON OH 45030

Re: Sewage Treatment System Application, 8574 MT HOPE RD, CROSBY TWP

#### Dear GARY L & RUTH M CAMPBELL

A recent application request for design approval of a sewage treatment system (STS) at 8574 MT HOPE RD, CROSBY TWP, has been approved on03/22/2021. Please be aware that the soil area designated on the approved plans for the primary and replacement system must be protected by the owner. Use of construction fencing and signage are minimum measures that must be undertaken by the owner to protect those areas.

You may now proceed to seek bids from registered and qualified installation contractors. A list of contractors can be found at <a href="https://tinyurl.com/registered-STS-Contractors">https://tinyurl.com/registered-STS-Contractors</a>. It is recommend that a minimum of three bids be obtained for comparison. Please be aware:

- Your selected registered and qualified installation contractor must obtain an Installation Permit from Hamilton County Public Health (HCPH) prior to starting work on the STS.
- The installation (and abandonment of your existing STS components, where necessary) of the sewage treatment system
  must meet all of the requirements of the Ohio Administrative Code3701-29, the approved design and permit.
- Any proposed changes to the STS plan must be approved by HCPH and the STS designer before any changes are
  made, additional review fees may apply.
- Any electric work for the STS must be permitted, inspected and approved by IBI Inc. (513-381-6123).
- Any interior plumbing changes must be permitted, inspected and approved by the Plumbing Division of Hamilton County Public Health (513-946-7854)

As the STS is installed on the property, Hamilton County Public Health will conduct multiple inspections. Once final approval has occurred, you will be issued an operation permit for the STS. It is recommended that a pre-determined final payment amount with your contractor be withheld until you have confirmation from Hamilton County Public Health that all approvals have occurred.

If the application approval discussed in this letter is for an STS under orders to be replaced or an otherwise failing system, you have until 07/20/2021 to have the installation completed. If the application approval is exclusively for a system being replaced because of an upgrade to the property, installation must occur before occupancy is awarded.

If you have any questions, you can reach me at 946-7871. If you reach my voice mail, I will return your call the following business day.

Sincerely, GREG CASSIERE, R.S. SUPERVISOR Division of Water Quality



# Gary Campbell 8574 Mount Hope Road

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OSU Mound Calculations - Sept 2020 Version Split Mound Design Based on OSU Bulletins 813 and 829 (3/4" Laterals)

#### Wastewater Volume per Day

Number of Units	No. of badrooms	3.0	Determined trum Provided Information
Unit Flow Rate	(galid)	-01	Platents pat
Total Flow Bala	(psid)	310	2

Flow Rate Per Mou	nd	
Mound 1	(gai/d)	185
Monand 2	(melid)	120

#### Site & Soll Conditions

		moung 1	Espand X	
Site Slope Perpendicular to Nound Long Adle (Length)	(%)	7.0	7.0	From Site Investigation
Linear Loading Rate	(gpd/ft)	3.0	3.0	From Site investigation
Additional LLR superity	(spd/R)	6.0	0.0	(it applicable)
Basel Leading Rists (BLR)	(# palbay)	0,8	0,8	Fram Site investigation
Depith to Seasonal Water Table	(inches)	8.0	8.0	From Site Investigation
Depth to Restrictive	(inchee)	26.0	28.0	From Site Investigation
Depth to Lamating	(inches)	6.0	8.0	From Site Investigation

#### Design Parameters and Calculations

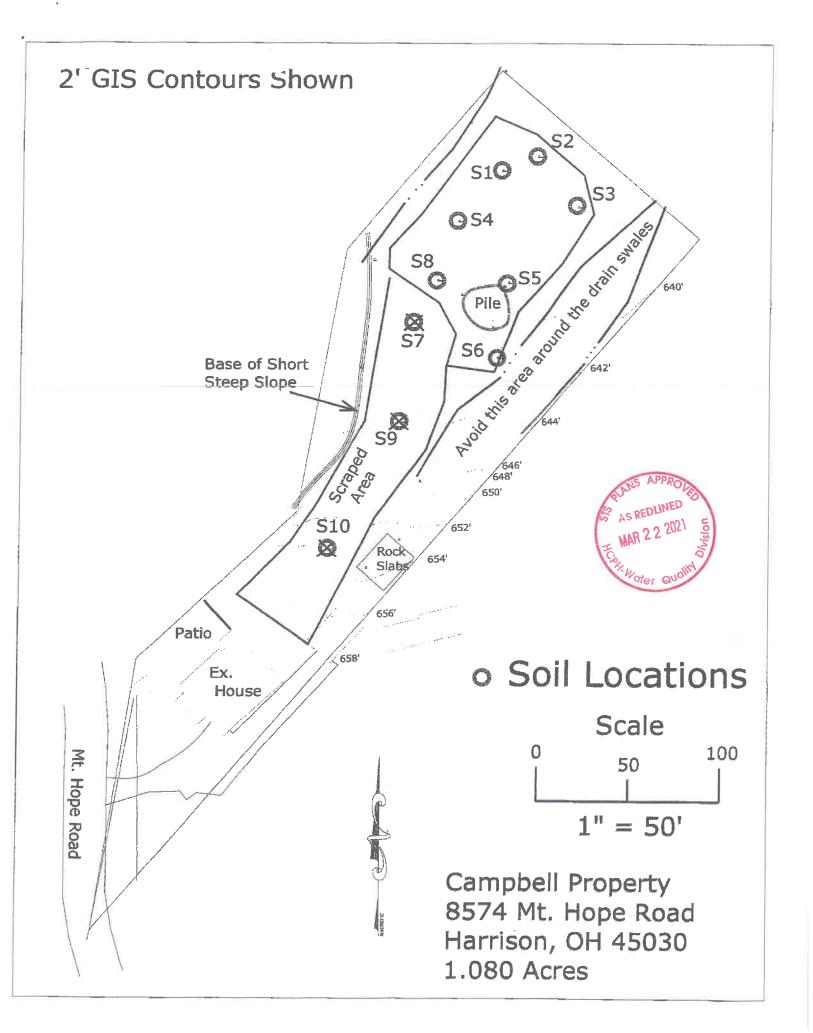
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arry Vertical Reportion Distance (in)	24	24	Default value is 18" Any soil credits?
ve vertical asparation distance (h) tury in-alto coll depth (h)		1	Default vatue le 8"
and a second second second second			
epidi (Inichini) (1)	4	4	Use 4" (min) for pretreal mounds; 6" (min) for septic effluent
Septi (N) (2) 8 Ouptri (avoliez) (14	6.12	0.12	Line 19 M Annual
8 Depth (Inches) (n)	6		Lise 6"-8" topsol
		the second second	
of Distribution Area (ft) = of Distribution Area (ft) =	1. 15	3.0	LLR/Send Fill Losding Rate (1 GPD/fi2)
of Distribution Area (fi) =		1 115	Design flow rate / LLR
duation (V applicable) (%) * e Langth of Matrixution Area (%) *	6%	0%	Reduction as allowed by QAC 3701-29-15(N)(2)(h) - up to 10% for new construction; up to 30% for rep
ef Langth of Claimbullon Area (10 *		.010	Langth of distribution x (1-reduction factor) Back-celouisted (LIR based on adjusted length
d LLR after reduction (if applicable) d width after reduction (if applicable) (#)	3.0		Design flow rate/SLR/Adjusted length of distribution
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Langth fit =	22	2	Maximum lateral length = 32" (for 3/4" laterals)
ength of Gravel Red (II) =			Equal initial total lateral lengths Equals initial area of distribution bed (initial length of gravel bed x ed), which) divided by 6 (Max 6 ft2 pe
ef Orthop	19	30	Equals initial area of distribution bed (initial length of gravel beo x ad), which ) divided by 6 (wax a liz pe If Distribution Area width is 4 fil or graster, use dual manifolds
r of munifolds = nanifolds, speckus between keternis (ft)	- 23		Value not used is a single manifold design
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of laterate (ell manifelda) w	2	2	1 No. of laterals x No. of mentifolds
f ortificate part lateral at		14	Min. # of critices / total # of laterals
fice Boasing a artifice againing - Nound 1	2.00	1.00	Latanal length / # of orifices (feet/inches)
e ortfloe apacing - Provine 1 e ortfloe apacing - Majumi 2	4.10	2.00	(feet/inches)
	1 1 1 1	1	Latent worth / effective or line snachts
Void Vice of concept per allocations a balance (a profile as a second balance) Yolkal (Latana Langth (M) = Langth (a) Graves Bala (M) (g) = Graved Bod (b) (g) =		State Shares	Effective # of orthoan per lateral x total number of laterals
a Second foregift (asset)	1		Effective online spectrop x effective if of onlines per lateral
s Toksi Latarai Langth (fil) =	82	11	Equals # of intents x lateral lengths Equal effective total lateral lengths plus 6" for each internal cleanout sweep plus 12" each end
Ground Beet Bit (15 m	0.5	0.6	Default in 0.5 2 (0")
	1.		Athustad LLR / SLR
Nith OL, ***********************************	6.0	24	Calculated Basel width minus effective width of distribution
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ape sand depth (21 -			Equals min. aand depth + ate slope x gravel width (feet/inches)
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re and may not be used without expressed consent from SCS Engineers et is the p ty of SCS Thb

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Ground Water/Anuifer	uiter	> 50 in				110'60'10	arcas are scra	ed of shallow (o	an array of a reas are seraped of shallow to very high clay content soil.	ntent soil.	APPROX	1
Highly Permerble Material (range)	terial (range)	> 50 in.								×	1 A	10
Bedrock		> 50 in.	Fractured - K	- Karst (circle one)	one)					515	AS REDUNED	
Flow Restrictive Layer	ayer	26 in.		red Soil with	with slow permeability						MAR 22 /	015/1
Highly Weathered Soil	Soil	26 in.								10x		10 1
Fractured Glacial Till	THI	> 50 în.									" ofer OV	enoin

Soil and Site Evaluation for Sewage Treatment and Dispersal

8

# SEWAGE TREATMENT SYSTEM (STS) DESIGN PROPOSAL NOTES AND SPECIFICATIONS

# When referring to codes cited in this proposal, use HCPH Resolution A-2015: Policies and Standard Pursuant to Ohio Administrative Code Section 3701-29: Household Sewage Disposal Systems.

This proposal has been designed in accordance with guidelines provided by Ohio Administrative Code Section 3701-29 and local public health regulations. HCPH Installation Manual shall be used for procedures and to supplement information not otherwise specified in these plans. Additional information regarding installation instructions, materials, system devices, components and products specified in this STS proposal can be found by consulting manufacturer resources. For all further guidance or services such as change requests, or where conflicts exist, please consult AA Plumbing for clarification before proceeding. It is highly recommended to have a copy of the Hamilton County Installation Manual during installation.

# **Definitions:**

"3701-29-# #" refers to the Ohio Administrative Code. "HCPH" = Hamilton County Public Health. "IBI" = The Inspection Bureau, Inc. Required for Electrical inspection. "ODH" = Ohio Department of Health.

"Section" refers to the HCPH Installer's Manual.

"STS" = Sewage Treatment System.

# System Proposal Details:

This design is for a Existing 3 bedroom home with a Daily Design Peak Flow of 360 GPD. The peak flow should not be reached on a routine basis. Average flows of 216 GPD can be accommodated routinely with typical residential wastewater strength as specified in Ohio Administrative Code (OAC) 3701-29 for households.

The seasonal water table is at 8" and flow restrictive layer is 26" from the ground's surface.

Conditions require a 24" Vertical Separation Distance with 8" In Situ Soil. (see attached calculation sheet)

Owner chose an Aqua Safe AS500L-EZ + 5 Pre pretreatment system with aeration which supplies 1' Soil Depth Credit and an Infiltrator IM-1530 Single Compartment Dosing Tank with a time-dosed Control Panel to a split zone sand mound with upslope interceptor drains and downslope perimeter drains. The DDF of the system will be split equally between both mounds, which each will accomodate 180 GPD.

The split zone sand mound minimum design length and width are calculated based on the worst soil conditions under the soil absorption system using OSU Bulletins 813 and 829. The Soil Loading rate for silt loam with strong granular structure is 0.8 GPD/sq.ft for pretreated effluent. The Linear Loading Rate for silt loam with strong granular structure with an infiltrative distance of 8-12" and 7% slope (as determined on-site) is 3.0 GPD/In.ft.

The split zone sand mound minimum design length is 180 GPD / 3.0 Gal/In.ft. = 60 feet long (each mound). Total mound dimensions for both mounds, including soil cover, are 16.7 feet wide by 71.6 feet long. Total sand / basal area is 6.9 feet wide by 65.6 feet long.

# Changes and Use of This Design

It is the responsibility of the contractor to verify that the system can be installed as designed, based on their preliminary lay-out of the job. It is the responsibility of the installer and property owner to inform the designer of any conditions on the site, or otherwise, that may affect the installation, operation or maintenance of the STS, including site disturbances that may affect the performance of a soil absorption component. If design changes are needed, redesign fees may apply. The designer will be available to make adjustments.

# System Protection

Property owner and installer are responsible to protect the soil absorption areas from disturbance. Keep wheeled traffic off the soil absorption area. It is the owner and installing contractor's responsibility to locate underground utilities. If utilities interfere with installation of the approved STS design proposal, construction shall not proceed without documented approval from both AA Plumbing and the authority responsible for approval of the STS proposal.

# System Cost Information

The property owner has been informed of system options and has been briefed on cost factors. According to 3701-29-10(B)(5), designers of STS systems must include approximate installation costs and operational costs of STS options to assist the homeowner in the selection of the STS options. AA Plumbing estimates the costs associated with this STS design proposal as follows :

\$38,500 +/- \$7,000 Installation cost\*

# \$1,000 annual operational cost\*

\*This is a general estimate of costs for this system. It is not a bid to install or service the STS. Contact a licensed installer and service provider or distributor for actual bids.

# **Design Statements**

- 1) AA Plumbing is available to make adjustments and address concerns, as needed.
- 0&M requirements: All system devices and components must be operated and maintained in accordance with the ODH 2) product approval and Hamilton County Public Health Operation Permit Terms and Conditions. System devices and components must be installed per ODH product approval, Hamilton County Public Health Standards and this design. Where conflicts exist, consult AA Plumbing for guidance before proceeding. See reference section on this sheet for information to obtain O&M Instructions. Means of O&M is accessible via the driveway and is within a reasonable distance for a standard truck.
- Obstructions (if any) will be marked on site plan with the word "obstructions", and will have notes describing the 3) obstructions and the proper way to avoid them.
- This plan is the sole ownership of the designer and the homeowner at time of payment. This design may not be altered, 4) changed, used or manipulated without approval of AA Plumbing. Contact AA Plumbing if changes are needed.
- For further information not shown in these plans, refer to reference section on this sheet for web-sites and contact 5) information. Be sure to address any other questions to HCPH during pre-construction meeting.
- No unapproved connections or clear water connections (downspouts, pool/spa water, footer tiles, cisterns, etc) shall be 6) connected to this STS.
- This design is for a non-discharging system. 7)
- STS is sited on lot, with 10' and 50' isolation distances marked on scaled drawing as per 3701-29-06. STS is not in a 8) floodway, wetland or within 100 year flood plain and sanitary sewers are not accessible.
- Soil test provided by Dan Michael, Clear Creek Environmental. 9)
- 10) Soil report describes the limiting condition and is noted.
- 11) STS was designed with adequate depth to limiting layer.
- 12) STS was designed with adequate depth to restrictive layer.
- 13) Soil test indicates soil horizons and depths.
- Soil test indicates soil texture and structure of each horizon. 14)
- 15) Soil test indicates estimated slope. Vertical scale shows actual slope.
- 16) Basal rate and linear loading rate are based off soil report and are appropriate for soils utilized.
- 17) Soil classifications are noted on report.
- 18) If there is highly permeable soil present in report, it will be noted in design. Otherwise N/A.

# Disclaimer

This plan set is not a site plan to be used for constructing anything other than the Sewage Treatment System. If an accurate legal site plan is required, contact a professional surveyor. This plan offers no guarantees for site stability. If site stability may be an issue, a geotechnical engineer should be consulted. Plan is only as accurate as the information provided by the property owner to the designer. Easements, right-of-ways, hidden objects or information not communicated to the designer invalidates the design. It is the property owner's responsibility to review this plan and information provided to verify all site conditions and design assumptions are correct. If conflicts are found or additional information must be supplied, the owner shall contact the designer and installation shall not proceed until further approval is granted.

References for Sewage Treatment System Design, Installation, Materials and O&M:

- Dan Michael, Clear Creek Environmental. 513-934-1040
- Electric Inspections, IBI. 513-381-6080 .
- Hamilton County Public Health. 513-946-7800. www.hamiltoncountyhealth.org
- Ohio Department of Health. 614-644-7551. www.odh.ohio.gov
- Tuf-Tite, 1-800-382-7009, www.tuf-tite.com
- Dan Brennan, SCS Engineers. 513-826-4174.
- . AquaSafe, Ecological Tanks, 318-644-6080 www.etiaquasafe.com
- Infiltrator, 1-800-221-4436, www.infiltratorwater.com
- Orenco, (800) 348-9843, www.orenco.com
- Polylok www.polylok.com (888) 284-8514
- SIM/TECH Filter, 888-999-3290, www.simtechfilter.com

Designed By: AA Plumbing 6701 Dixie Highway Fairfield, OH 45014 (513) - 758 - 6237





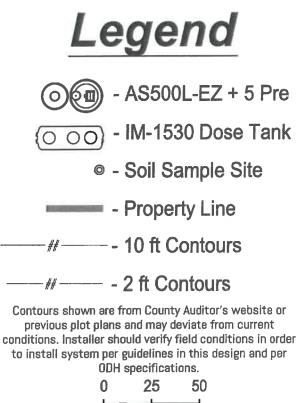


by Branch						
513-312-2181	8574 Mount Hope Road, Harrison, OH 45030	Crosby	530-0111-0077-00	Replacement; Split Mound		
Phone:		Township:		Basis:		
Campbell, Gary		Hamilton		1.080		
Client:	Address:	County:	Parcel #:	Acreage:		
Proj	Project Number: S8574MHR					
Version Number: 09						
Scale: As Noted						
Release Date: 2021/03/18						
Sheet Plot Date: 2021/03/18						
Sheet Number:						
	1	of 11	L			

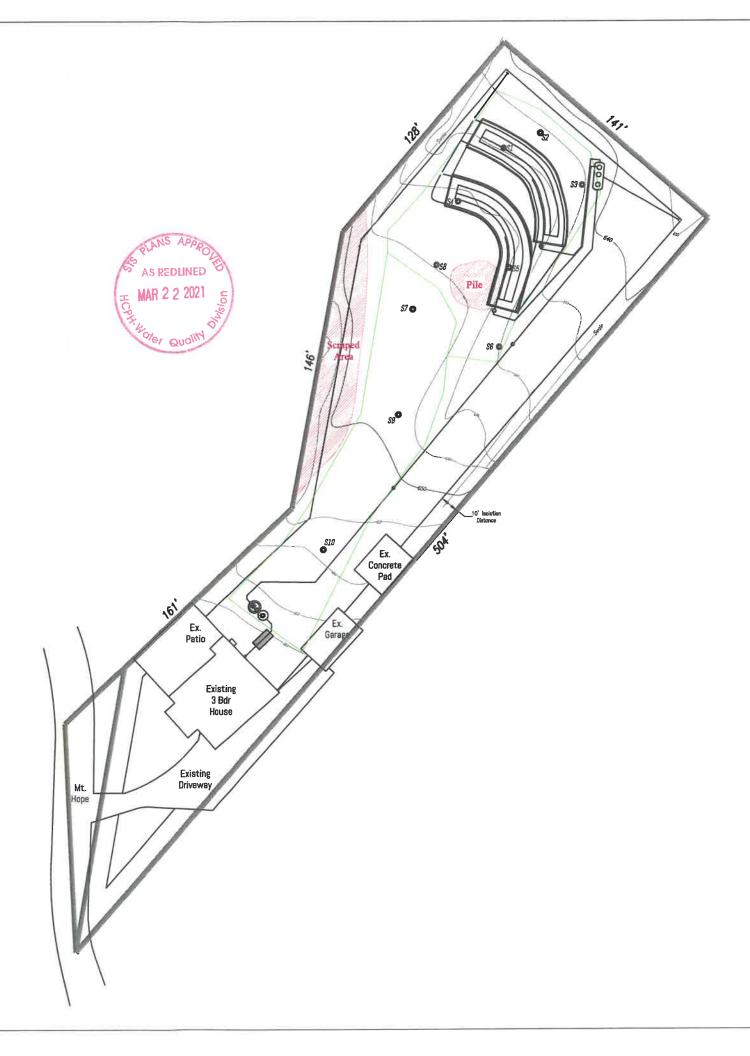
# **Property Overview**

# NOTE:

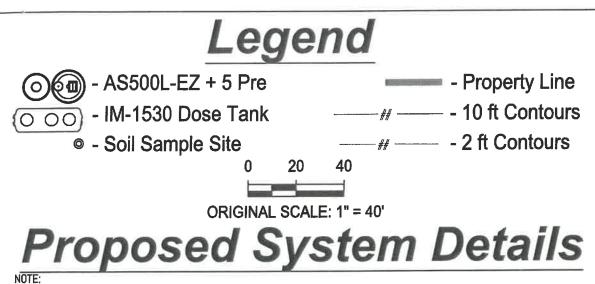
This drawing is intended to be an accurate approximation (per 3701-29-10 Paragraph (C) Section 9c) of the noted site at the time of plan development. It is intended solely to aid in acquisition of a permit for septic system installation. It is NOT intended for use legally as representation in place of a binding document or survey of the property. The proposed system has been designed to meet the rules and limitations implemented by the <u>Ohio Administrative Code Section 3701-29</u>. The designer is not to be held responsible for any reason due to system expectations not being met. The information presented in this design is the property of AA Plumbing and shall not be used without expressed written consent stating as such.







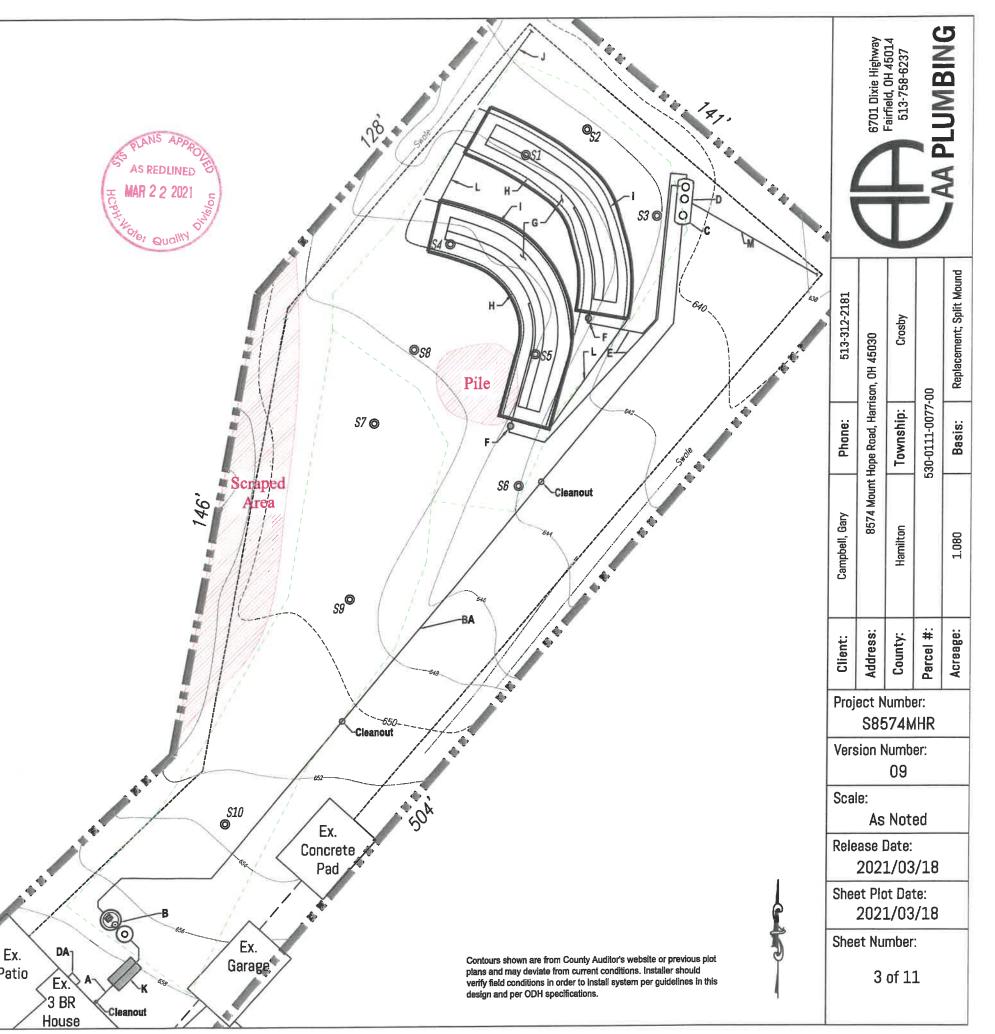
6701 Dixie Highway Fairfield, 0H 45014 513-758-6237					
513-312-2181	ison, 0H 45030	Crosby	00-	Replacement; Split Mound	
Phone:	8574 Mount Hope Road, Harrison, OH 45030	Fownship:	530-0111-0077-00	Basis:	
Campbell, Gary	8574 Mount	Hamilton	Ε,	1.080	
Client:	Address:	County:	Parcel #:	Acreage:	
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Sheet Plot Date: 2021/03/18					
Sheet Number:					
2 of 11					

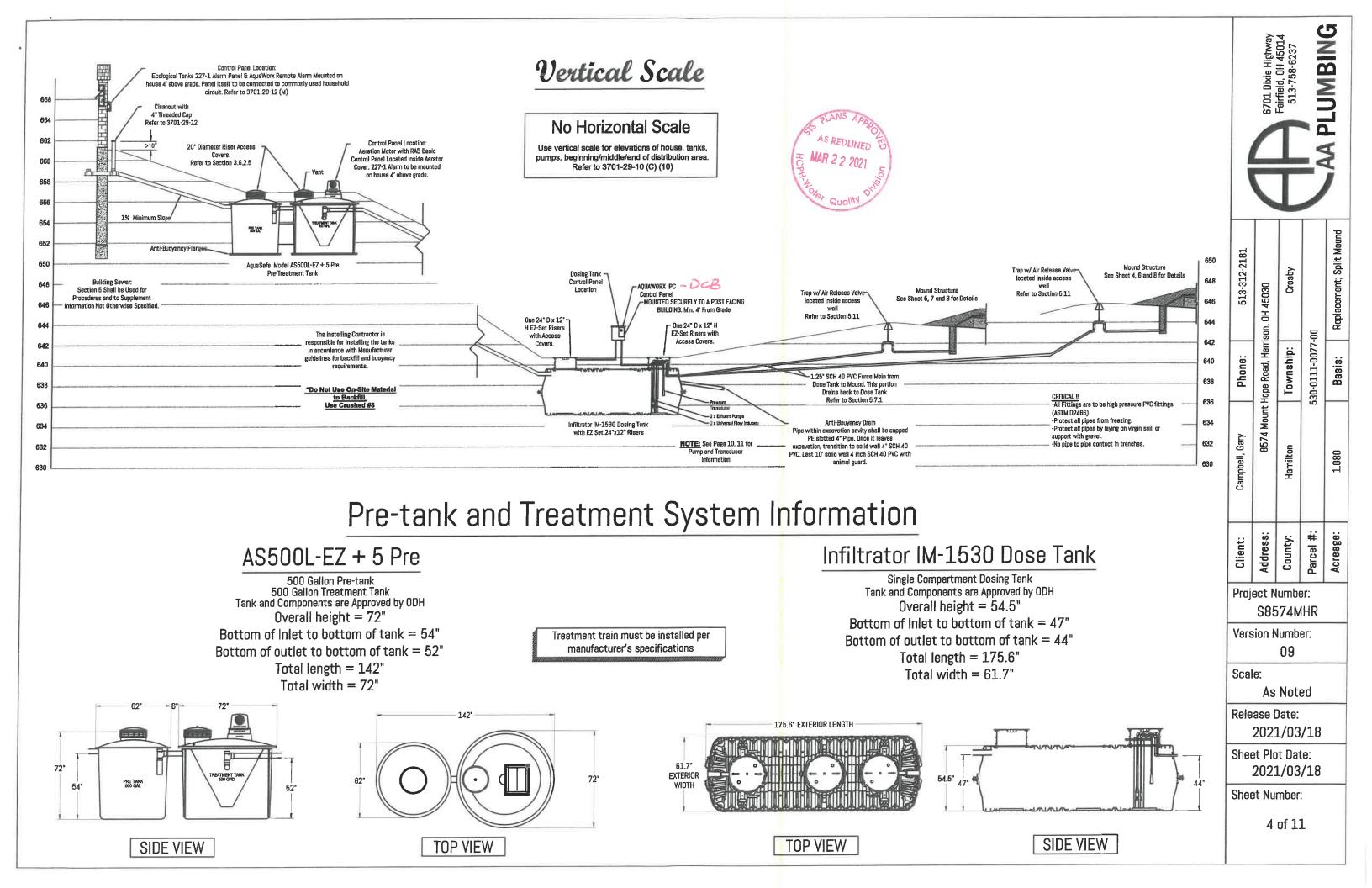


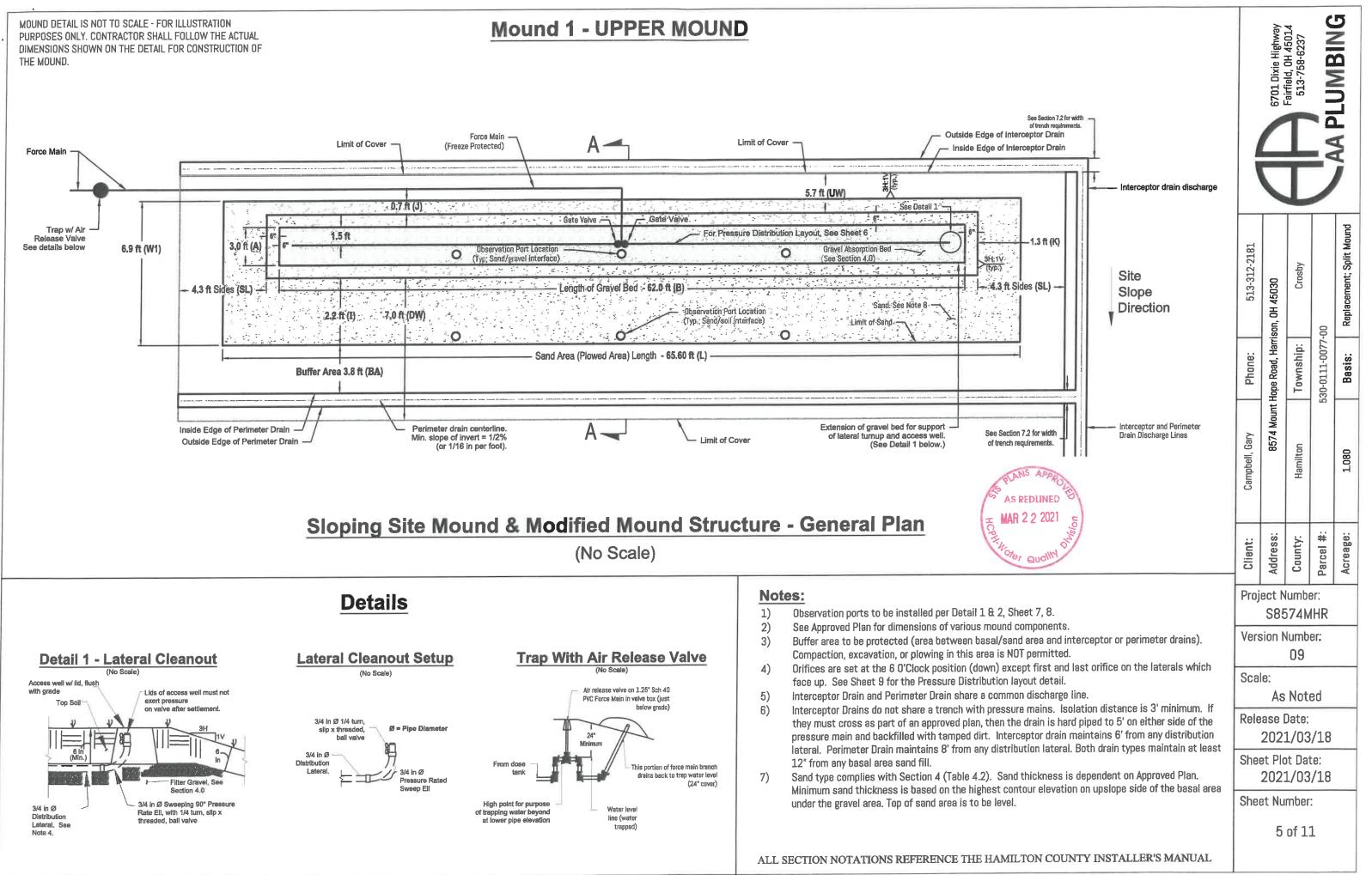
Physical marking flags may be placed on-site as necessary to mark critical system locations. It is the responsibility of the property owner to ensure any and all marking flags placed on-site, if applicable, remain in their proper location. Marking flags placed on-site will be noted in this proposal. The installing contractor **MUST** verify all marking flag locations as noted in accordance with the approved STS proposal prior to beginning the installation. If marking flags are not present in accordance with the approved STS proposal, the installing contractor **MUST** call to have marking flags replaced. Additional fees may apply. For more information regarding the system layout, please contact AA Plumbing at (513)-758-6237.

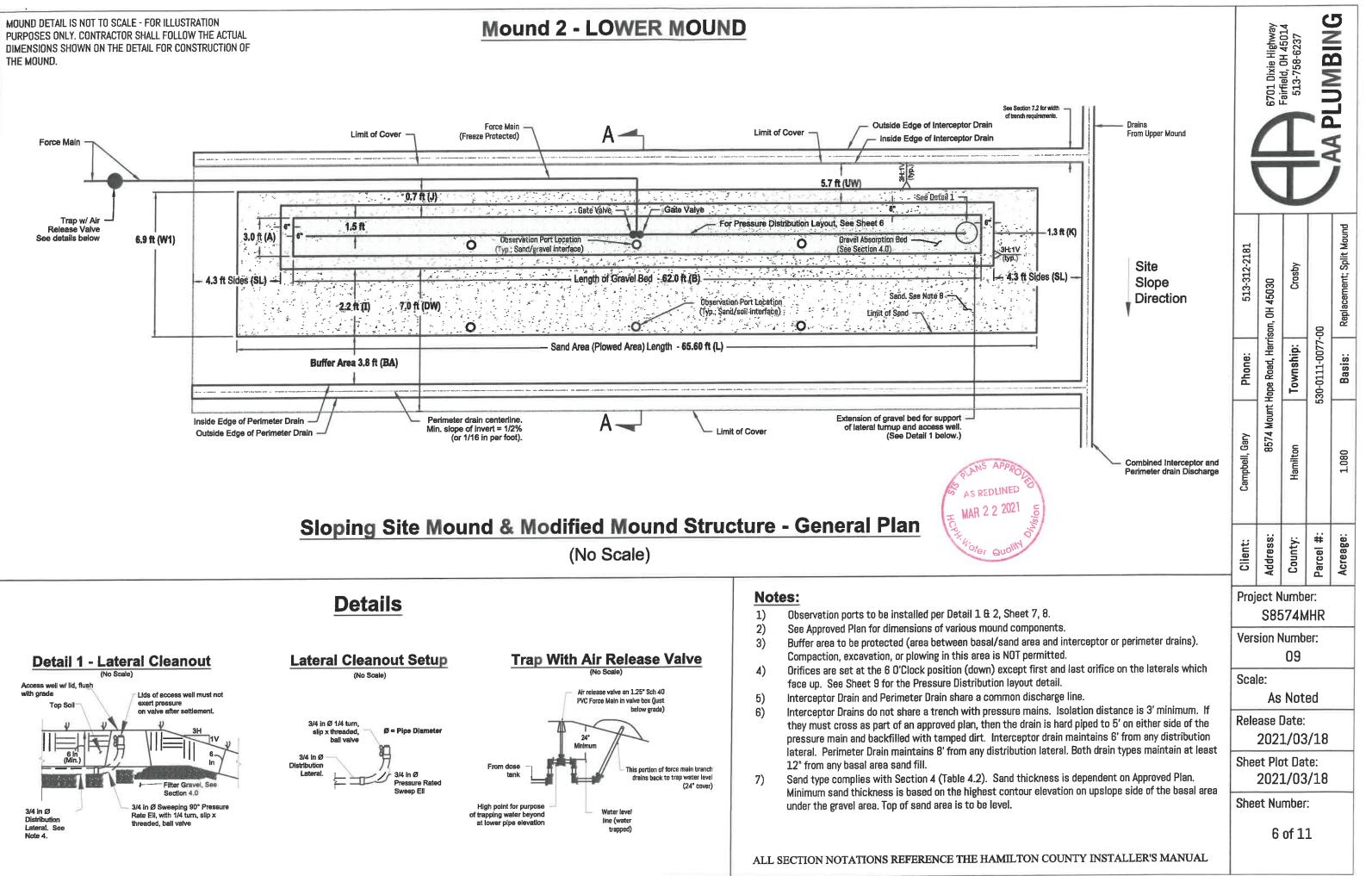
- A) New 4" SCH 40 PVC Sewer line from house to Aqua Safe Aeration Treatment System. Standard cleanout outside house. Distance between cleanouts shall be a maximum of 75' or as noted on plan. Refer to 3701-29-12.
- B) Aqua-Safe AS500L-EZ + 5 Pre Treatment Tank with Aeration motor, 227-1 Alarm (at house conder dame) and RAB Basic control panel under dome and Anti-Buoyancy Flanges.
- B)A) 4" PVC SCH 40 outlet pipe from ATU to IM-1530
- C) Infiltrator IM-1530 Single Compartment Dosing Tank with AquaWorx Pressure Bell Assembly and 2 x Orenco PF3005 Pump. Refer to 3701-29-12 (J) and (K).
  - JOC B
- AquaWorx IPC Control Panel mounted at tank. Mounds will be TIME DOSED. See 3701-29-12 (M) and 3701-29-15 (A)(2)(a)(b), (A)(5).
- D)A) Install AquaWorx Remote Alarm at House.
- E) 1.25" Sch 40 PVC Force Mains from each pump. Buried at least 24 inches in depth. Refer to Section 5.6.
- F) Trap w/ air release valve. Refer to Section 5.11. See page 4, 5 for Details.
- G) OSU Sloping Site Mound. Refer to OSU Bulletins 813 and 829. 3 Sets of Flags for each mound represent the laterals, upper and lower sand widths.
- H) Interceptor Drain. Refer to 3701-29-16.
- I) Perimeter drain. Refer to 3701-29-16.
- J) Perimeter/ Interceptor drain outlet pipe with animal guard. Must meet requirements of OAC 3701-29-16.
- K) Abandon Existing Septic tank, and STS Components. Will require inspection by Hamilton County Public Health on proper STS abandonment. Refer to 3701-29-21 and www.Hamiltoncountyhealth.org (Search for "abandon existing septic system" on website for details.)
- L) Toe of Upper Mound may extend to Upslope Drain of Lower Mound. May be filled using soil / topsoil to combine into one structure. NOTE: No sand may be placed over drains.
- M) Anti-Buoyancy Drain for Infiltrator Dose Tank.

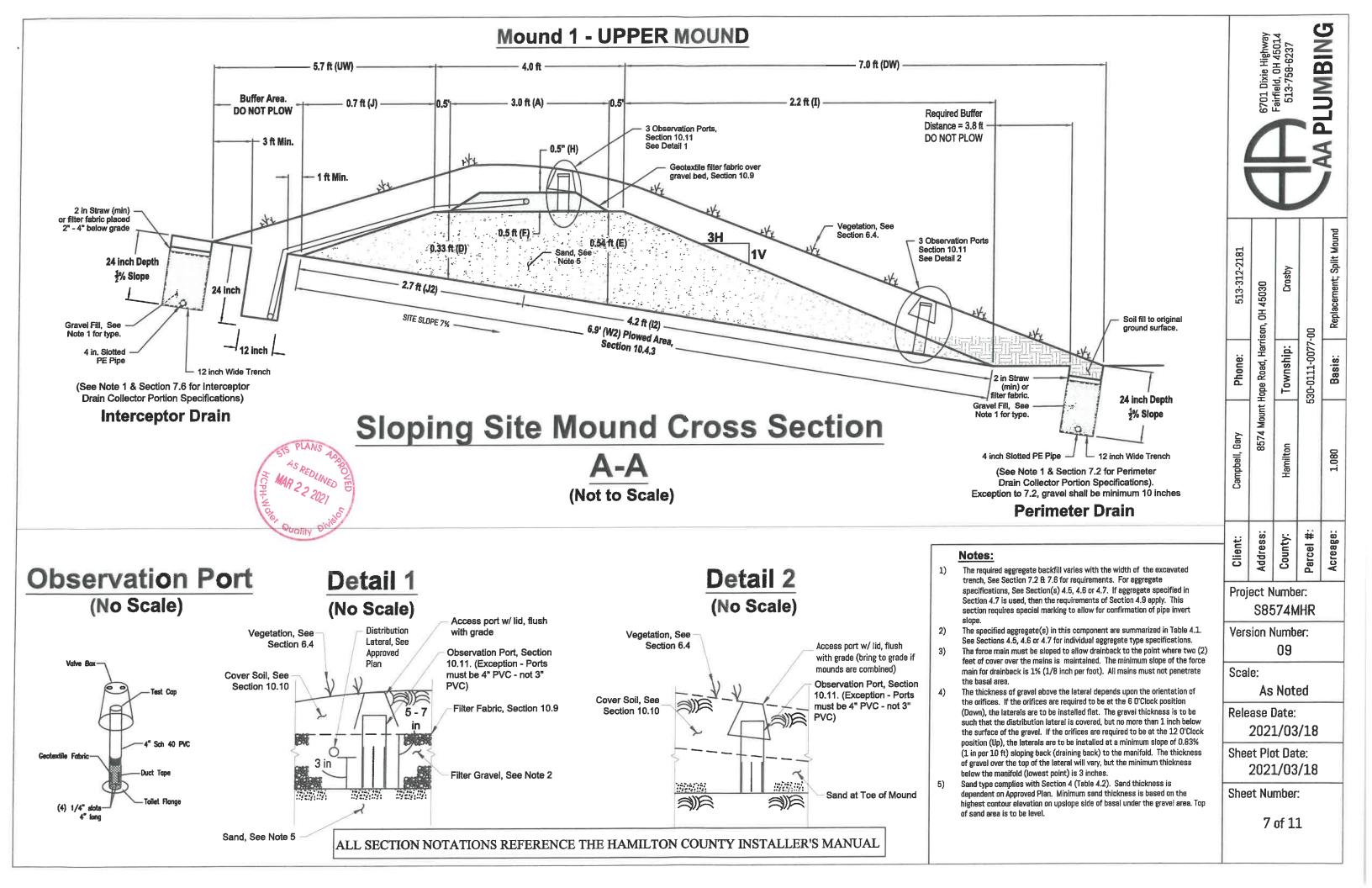
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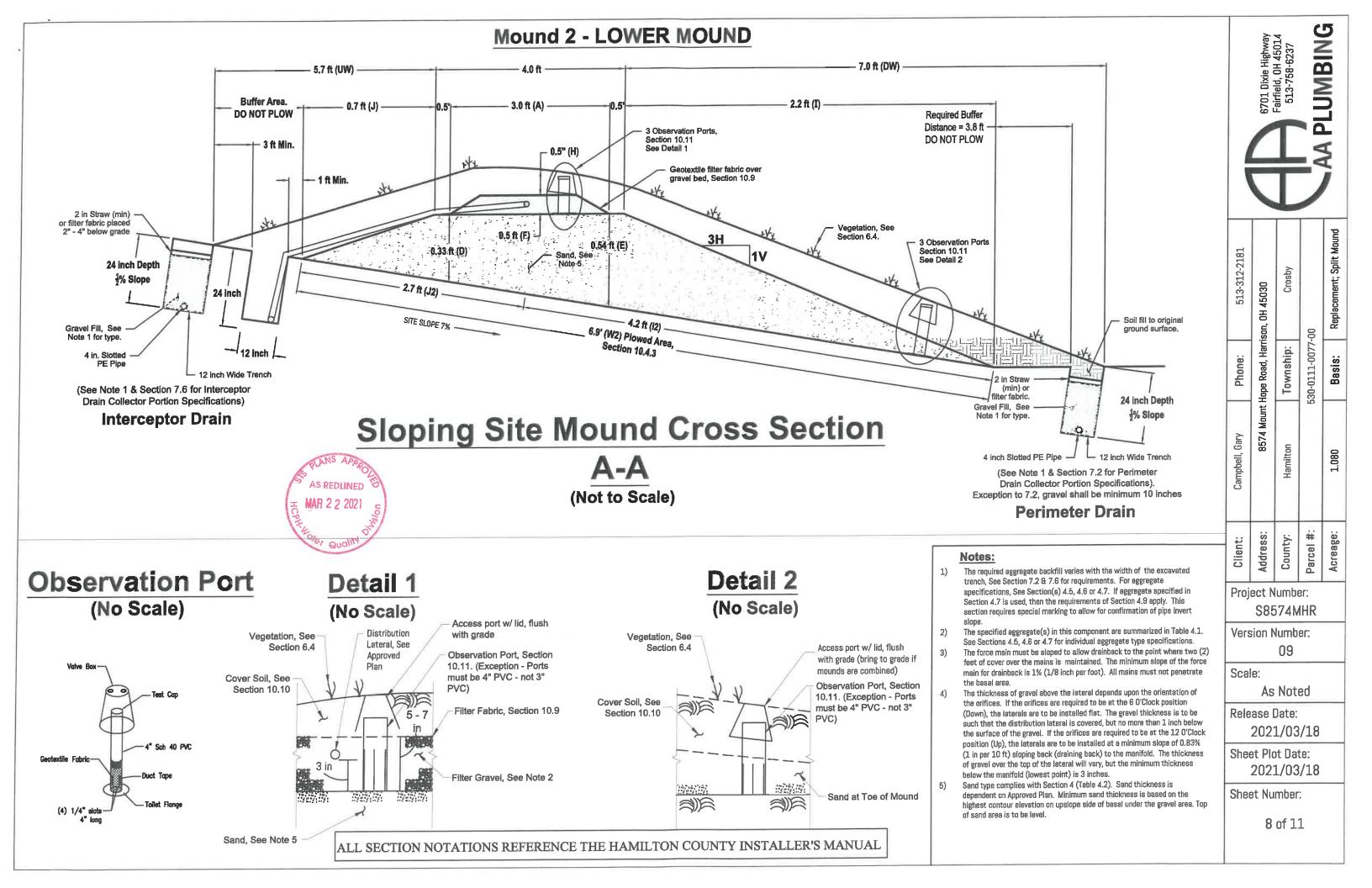


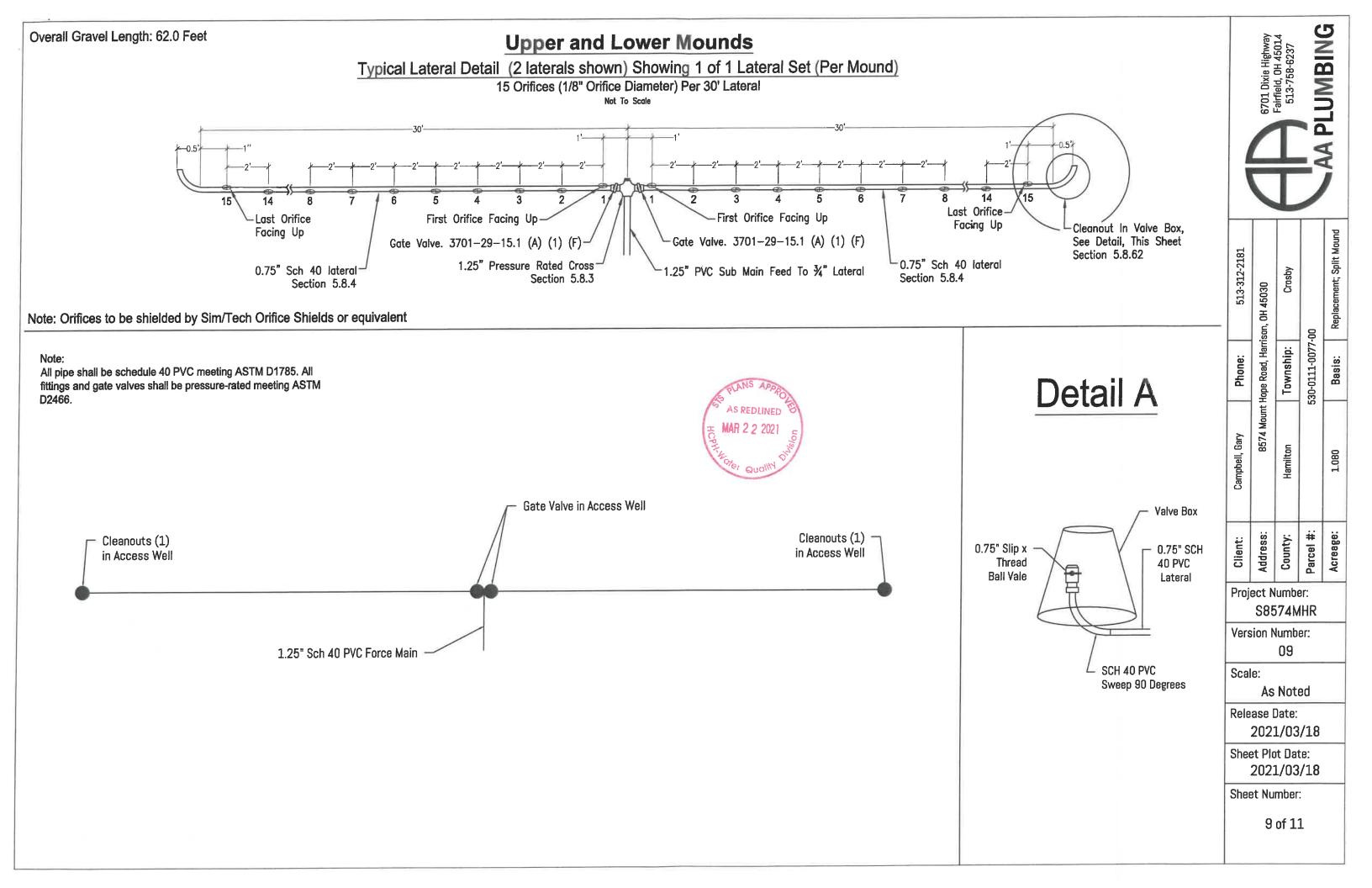






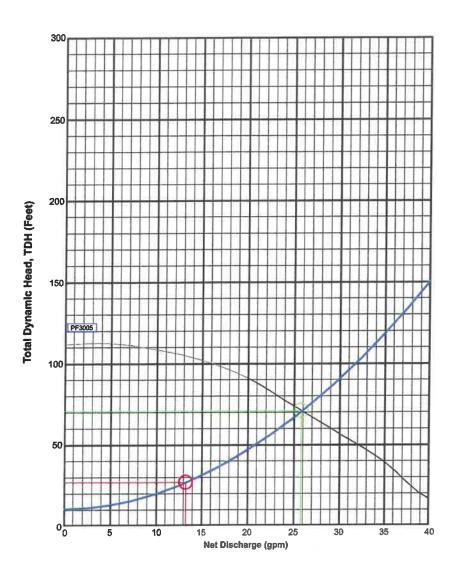


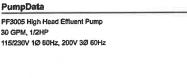


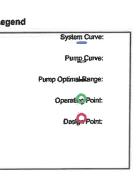


#### Pump Selection for a Pressurized System - Single Family Residence Project

Discharge Assembly Size	2.00	inches
Transport Length	165	feet
Transport Pipe Class	40	
Transport Line Size	1.25	inches
Distributing Valve Model	None	
Max Elevation Lift	11	feet
Manifold Length	0	feet
Manifold Pipe Class	40	
Manifold Pipe Size	1.00	inches
Number of Laterals per Cell	2	
Lateral Length	30	feet
Lateral Pipe Class	40	
Lateral Pipe Size	0.75	inches
Orifice Size	1/8	Inches
Offlice Spacing	2.00	feet
Residual Head	5	fest
Flow Meter	None	Inches
Add-on' Friction Losses	5	feet
Calculations		
Minimum Flow Rate per Orifice	0.43	gpm
Number of Orifices per Zone	30	
Total Flow Rate per Zone	13.3	gpm
Number of Laterals per Zone	2	
% Flow Differential 1st/Last Ortfice	7.6	%
Transport Velocity	2.9	fps
Frictional Head Losses		
Loss through Discharge	0.4	feet
Loss in Transport	4,0	feet
Loss through Valve	0.0	feet
Loss in Manifold	0.0	feet
Loss in Laterals	0.9	feet
Loss through Flowmeter	0.0	feet
Add-on' Friction Losses	5.0	feet
Pipe Volumes		
/ol of Transport Line	12.8	gals
/ol of Manifold	0.0	gals
/ol of Laterals per Zone	1.7	gals
Totai Volume	14.5	gals
Minimum Pump Requirements		
Design Flow Rate	13.3	gpm
Total Dynamic Head	26.3	feet

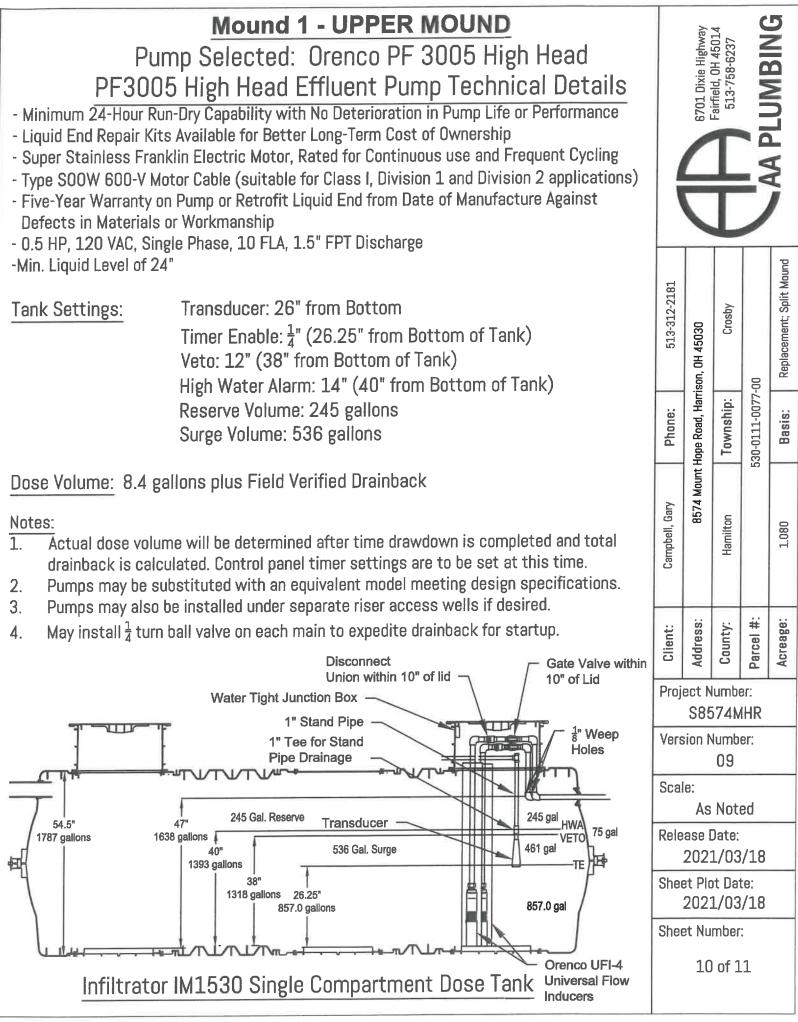








Surge Volume: 536 gallons



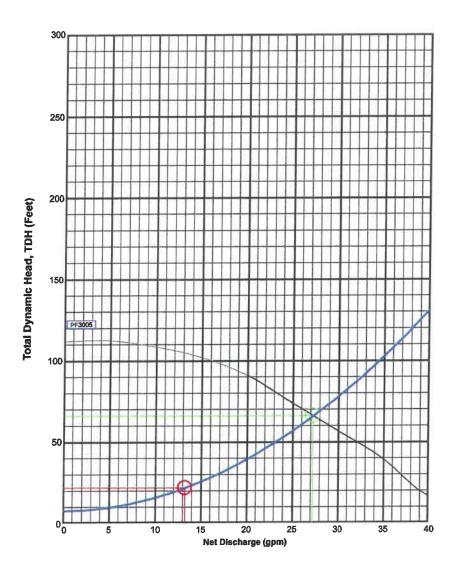


#### Pump Selection for a Pressurized System - Single Family Residence Project

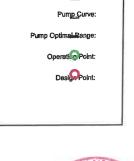
intal Dynamic Hear

Discharge Assembly Size	2.00	inches
Transport Length	115	feet
Transport Pipe Class	40	
Transport Line Size	1.25	inches
Distributing Valve Mode!	None	
Max Elevation Lift	8	feet
Manifold Length	0	feet
Manifold Pipe Class	40	
Manifold Pipe Size	1.00	inches
Number of Laterais per Cell	2	
Lateral Length	30	fest
Lateral Pipe Class	40	
Lateral Pipe Size	0.75	inches
Orifice Size	1/8	inches
Ortflice Spacing	2.00	feet
Residual Head	5	feet
Flow Meter	None	Inches
'Add-on' Friction Losses	5	feet
Calculations		
Minimum Flow Rate per Orifice	0.43	gpm
Number of Orifices per Zone	30	
Total Flow Rate per Zone	13.3	gpm
Number of Laterals per Zone	2	
% Flow Differential 1st/Lest Orlfice	7.5	%
Transport Velocity	2.9	fps
Frictional Head Losses		
Loss through Discharge	0.4	feet
Loss in Trensport	2.8	feet
Loss through Valve	0.0	feet
Loss in Manifold	0.0	feet
Loss in Laterals	0,9	feet
Loss through Flowmeter	0.0	feet
Add-on' Friction Losses	5.0	feet
Pipe Volumes		
/oi of Transport Line	8.9	gals
/ol of Manifold	0.0	gals
fot of Laterals per Zone	1.7	gals
lotal Volume	10.6	gals
Minimum Pump Requirements		
Design Flow Rate	13.3	gpm

22.1







System Curve:



- Defects in Materials or Workmanship

- 4.

