

PREVENT. PROMOTE. PROTECT.

March 11, 2019

Timothy Ingram, Health Commissioner 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) recently pre-approved you at 100% 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 recently reviewed and approved the STS replacement plan for your property at 9883 Weik Road. 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 05/17/2019. 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 October 31, 2019 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 November 1, 2019, 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 May 17, 2019 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 Herrmann Services For the Property at xxxxx Road Dated xx xx, 2019

PROJECT: HOUSEHOLD SEWAGE TREATMENT SYSTEM REPAIR/REPLACEMENT PROJECT

This CONTRACT, made and entered into at HAMILTON COUNTY, Ohio, on xxxx xx, 2019 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 October 31, 2019 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	applicable paragraph below:
	rganized under the Laws ofand qualified n the State of Ohio.
Co-partners trac	ding and doing business under the firm name and style of
List names of all	Partners
Or Joint Venture Particip	oants
An individual dc	ing business 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,

Tim Ingram 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:

- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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:

- (f) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (g) 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;
- (h) 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;
- (i) 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
- (j) 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

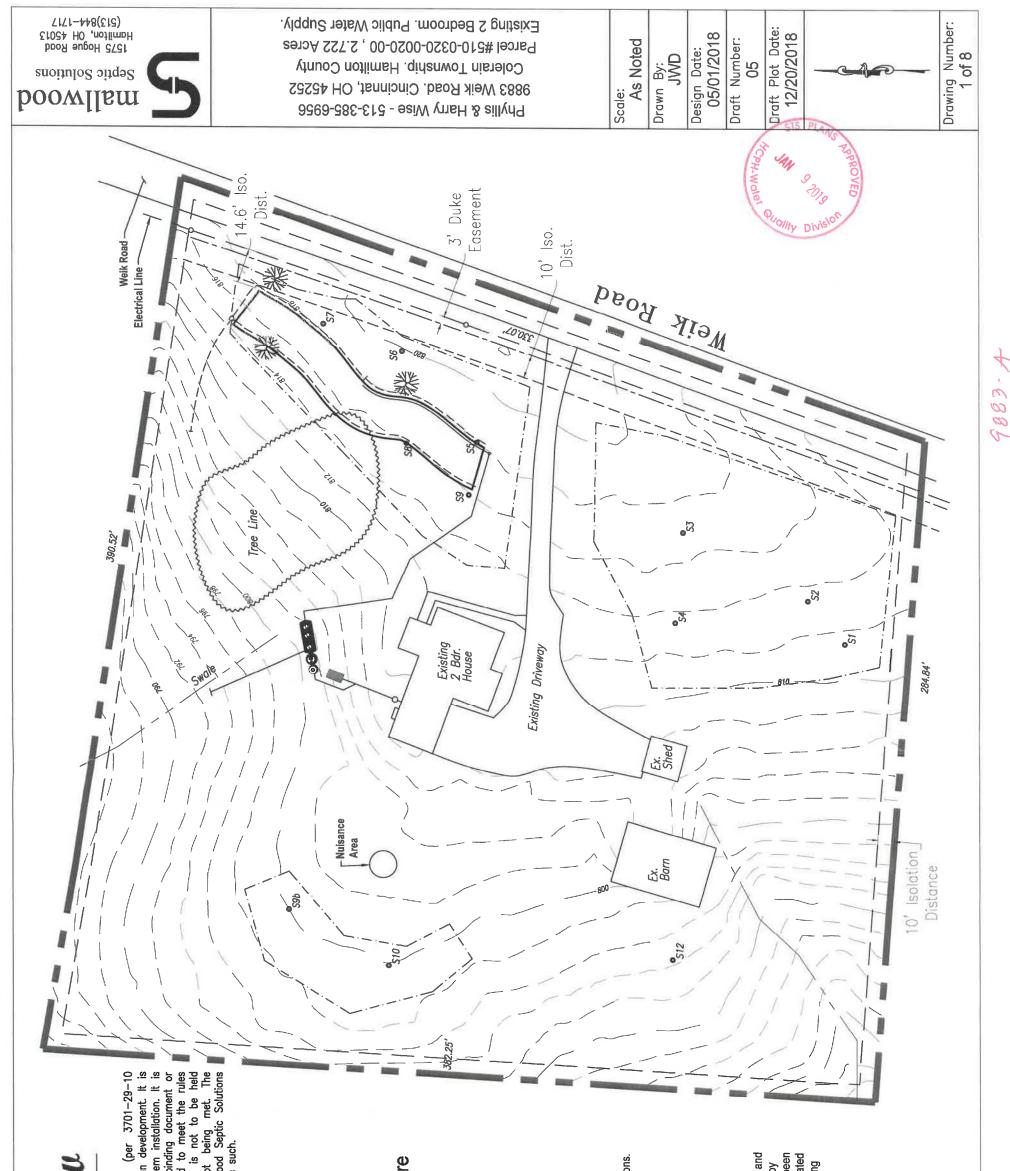
Bidder's Firm

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.

on A-2015: Policies And Standards Pursuant To Ohio Administrative	 Smallwood Septic Solutions 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 Ohio 	.0	ειο po suo
ponents and products listed in this design plan use manufacturer's rs of Smallwood Septic Solutions for information. These Plans and ual Shall be Used for Procedures and to Supplement Information Not of the Hamilton County Installation Manual cluring installation. Where		s. t be lit	DWILBM Septic Solutio 1575 Hogue Ro Hamilton, 04 56 7171–448(512)
before proceeding.	 Obstructions (if any) will be marked on site plan with the word obstructions , and will have notes beschang the 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, changed, used or manipulated without expressed written approval of Smallwood Septic Solutions. Contact Smallwood Septic 	d, Septic	5
ction.	 Solutions if changes are needed. For further information not shown in these plans, refer to reference section on this sheet for web-sites and contact 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 	rmation. e	
		loodway,	Acres Inty 5252
			OH 49 100 Cor 227.2
ın Peak Flow of 360 GPD. The peak flow should not be reached on a d routinely with typical residential wastewater strength as specified in			isnnion IimsH , 00-02
" from the ground's surface. n Situ Soil. (see attached calculation sheet) ystem with aeration which supplies 1' Soil Depth Credit and an dosed Control Panel to an OSU Sloping Site Mound with upslope	 Soil fest indicates estimated slope. Vertical scale shows actual slope. Basal rate and linear loading rate are based off soil report and are appropriate for soils utilized. Soil classifications are noted on report. If there is highly permeable soil present in report, it will be noted in design. Otherwise N/A. 		k Harry Wise ik Road. Cii 10-0320-00 10-0320-00 Bedroom. F
are calculated based on the worst soil conditions under the soil og rates are selected from tables in the Ohio Administrative Code	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	ılan is al engineer	883 We Colerair Ircel #5
ire is 0.8 GPD/sq.ft for pretreated effluent. ucture with an infiltrative distance of 8" and 10% slope (as	should be consulted. Plan is only as accurate as the information provided by the property owner to the designer. Easements, ngnt-or-ways, his 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 contact the designer and installation shall not proceed until further approval is granted.	ays, nidden an and f be	ଅ ଜୁମ ଜୁମ
'D / 3.3 Gal/In.ft.= 109.1 feet long. by 125.0 feet long. Total sand / basal area is 8.1 feet wide by 119.0	References for Sewage Treatment System Design, Installation, Materials and O&M: Smallwood Septic Solutions. 513-844-1717. www.smallwoodsolutions.com		Coalor Coalor
can be installed as designed, based on their preliminary lay-out of the inform the designer of any conditions on the site, or otherwise, that , including site disturbances that may affect the performance of a soil fees may apply. The designer will be available to make adjustments.	 Dan Michael, Clear Creek Environmental. 1-800-299-4257. AquaSafe. Ecological Tanks. 318-644-6080 www.etiaquasafe.com Infitrator. 1-800-221-4436. www.infitratorwater.com Hamilton County. 513-946-7800. www.hamiltoncountyhealth.org Electric Inspections. IBI. 513-381-6080 Ohio Department of Health. 614-644-7551. www.odh.ohio.gov SPI. 419-282-5933. http://www.septicproducts.com/ Onenco. (800) 348-9843. www.orenco.com 	ETS PLAN	Drawn By: Drawn By: JWD Design Date: 05/01/2018
bsorption areas from disturbance. Keep wheeled traffic off the soil relocation, expansion and/or replacement of the system. tructures or hardscapes are to be erected in this area. It is the owner utilities. If utilities interfere with the designed system, construction	 Polylok - www.polylok.com - (888) 284-8514 Designed By: Smallwood Septic Solutions 		Draft Number: 05 Draft Plot Date: 12/20/2018
en briefed on cost factors. According to 3701-29-10(B)(5), designers of onal costs of STS options to assist the homeowner in the selection of the	1575 Hogue Koad Hamilton, OH 45013 513-844-1717 Design Date: May 17, 2018 Site Visited: June 01, 2018		
istall or service the STS. Contact a licensed installer and service provider	Know what's below. Call before you dig.	NV.	Drawing Number:
			COVEL

9363 - A

- SEWAGE TREATMENT SYSTEM (STS) Design Plan: When referring to codes in this design plan use, <u>HCPH Resolution A-2015: Policies A</u> Code Section 3701-29; Sewage Treatment System <u>Rules</u> .
For installation instructions, materials, system devices and components and product specs, Hamilton County Installers Manual, and contact designers of Smallwood Sep 3701-29 Shall Dictate Design Specifics. HCPH Installation Manual Shall be Used for Otherwise Specified. It is highly recommended to have a copy of the Hamilton Coun conflicts exist, consult Smallwood Septic Solutions for guidance before proceeding.
Definitions: "3701-29-# #" refers to the Ohio Administrative Code. "HCPH" = Hamilton County Public Health. "HCPH" = The Inspection Bureau, Inc. Required for Electrical inspection. "IBI" = The Inspection Bureau, Inc. Required for Electrical inspection. "IBI" = The Inspection Bureau, Inc. Required for Electrical inspection. "D&M" = Operations and Maintenance "ODH" = Ohio Department of Health. "Section" refers to the HCPH Installer's Manual. "YSD" = Vertical Separation Distance.
 Design Detail and Rationale This design is for a Existing 3 bedroom home with a Daily Design Peak Flow of 360 (routine basis. Average flows of 216 GPD can be accommodated routinely with typica Ohio Administrative Code (OAC) 3701-29 for households. The seasonal water table is at 8" and flow restrictive layer is 28" from the ground's su Conditions require an 18" Vertical Separation Distance with 8" In Situ Soil. (see attact Owner chose an Aqua Safe AS500L-EZ + 5 Pre pretreatment system with aeration with threeptor drain and downstope perimeter drain. The OSU Stoping Site Mound minimum design length and width are calculated based absorption system using OSU Bulletins 813 and 829. The loading rates are selected 3701-29. The Soil Loading rate for Silt Loam with Strong, Granular structure is 0.8 GPD/sq.ft for the Linear Loading Rate for Silt Loam with Strong, Granular structure with an infiltration for Sile Solor Sile Mound minimum design length is 360 GPD / 3.3 Gal/In.ft. = 10. The OSU Stoping Site Mound minimum design length is 360 GPD / 3.3 Gal/In.ft. = 10. Total mound dimensions including soil cover are 16.9 feet wide by 125.0 feet long. To feet long.
Changes and Use of This Design It is the responsibility of the contractor to verify that the system can be installed as de job. It is the responsibility of the installer and property owner to inform the designer o may affect the installation, operation or maintenance of the STS, including site disturt absorption component. If design changes are needed, redesign fees may apply. The
System Protection Property owner and installer are responsible to protect the soil absorption areas from absorption area. Replacement area may be set aside for future relocation, expansion Replacement area is to remain undisturbed and no permanent structures or hardscap and installation contractor's responsibility to locate underground utilities. If utilities int shall not proceed without approval from HCPH and Designer.
 System Cost Information The property owner has been informed of system options and has been briefed on cost fact The property owner has been informed of system options and operational costs of STS options. STS systems must include approximate installation costs as follows : \$30,000 +/- \$5,000 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 or distributor for actual bids.

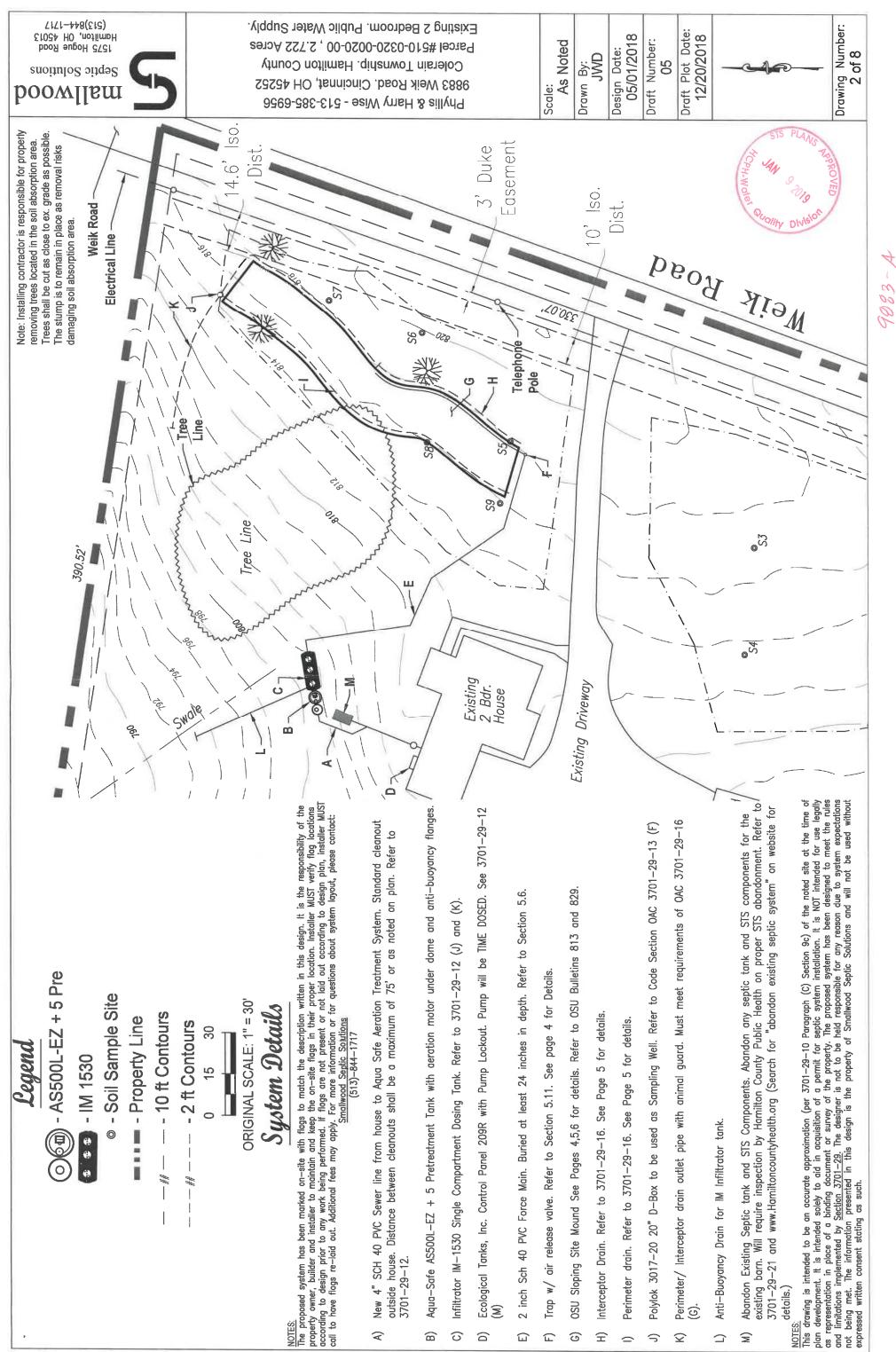


<u>NOTE:</u> This drawing is intended to be an accurate approximation (per 3701–29 Paragraph (C) Section 9c) of the noted site at the time of plan development. I intended solely to aid in acquisition of a permit for septic system installation. I NOT intended for use legally as representation in place of a binding document survey of the property. The proposed system has been designed to meet the r and limitations implemented by <u>Section 3701–29</u>. The designed is not to be responsible for any reason due to system expectations not being met. information presented in this design is the property of Smallwood Septic Solut and will not be used without expressed written consent stating as such.

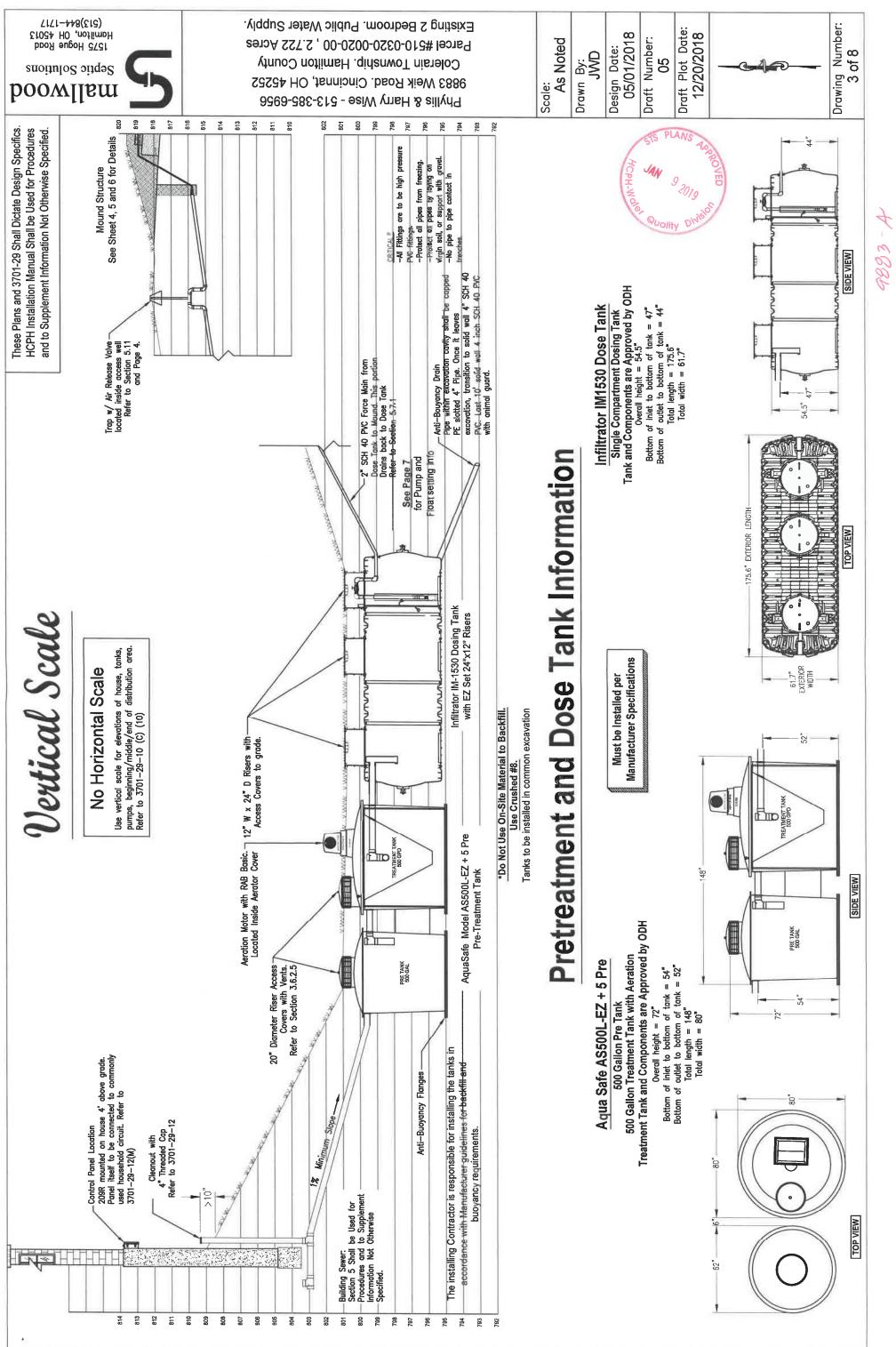
 Legend

 Image: State of the stateoooo the state of the sta Note: Installing contractor will be responsible for locating and properly abandoning any system and components used by the plumbing in the Ex. Barn on-site. The plumbing has been abandoned, however location and type of system associated with the plumbing was not able to be located on-site during previous plot plans and may deviate from current conditions. Installer should verify field conditions in order to install Property Vieu the design process. Discuss at pre-construction meeting. Soil Sample Site
 S Contours shown are from County Auditor's website or - 10 ft Contours ORIGINAL SCALE: 1" = 40' system per guidelines in this design and per ODH - 2 ft Contours 40 • • • IM 1530 20 0 --------- ## ---specifications.

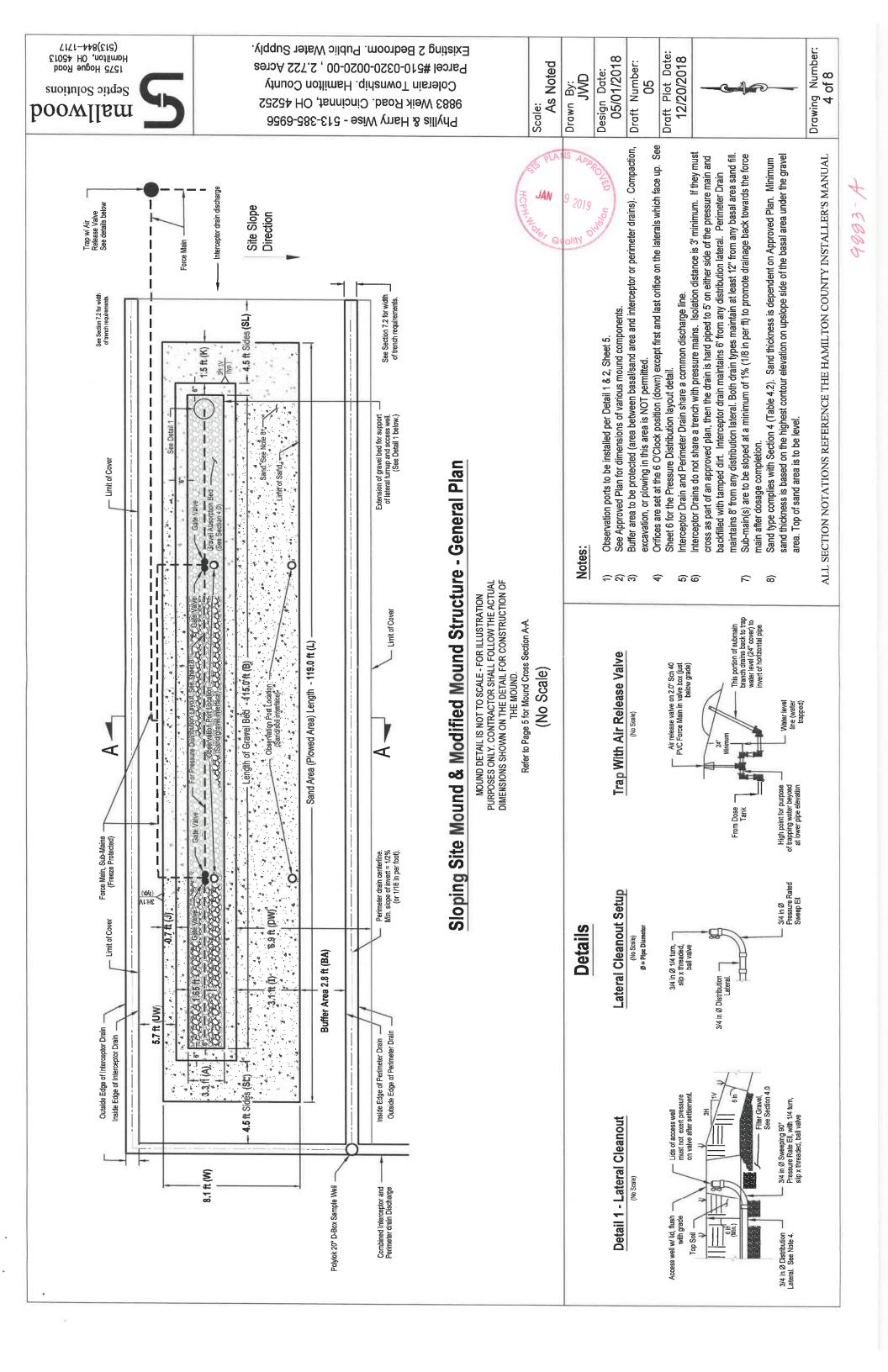
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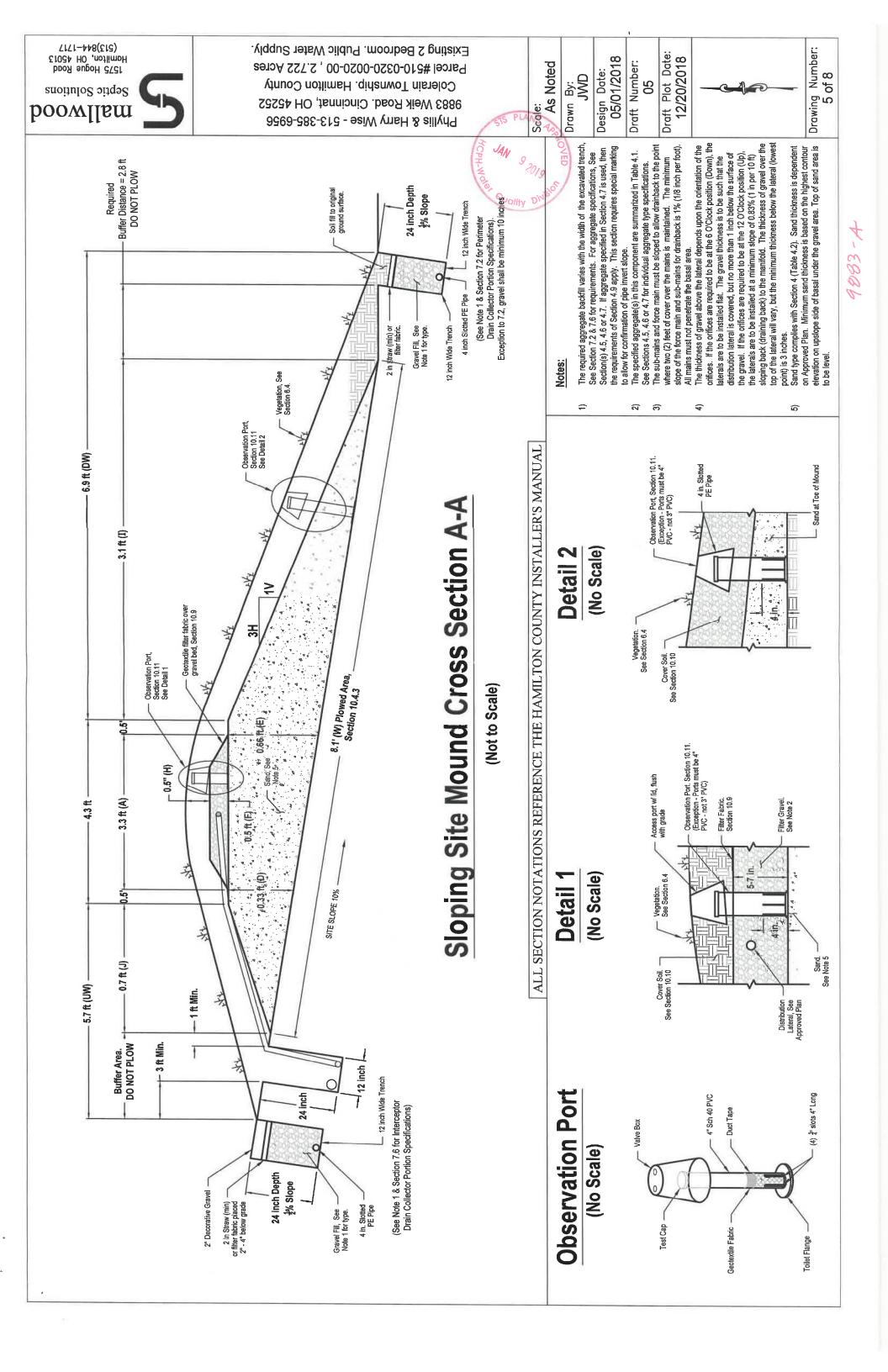


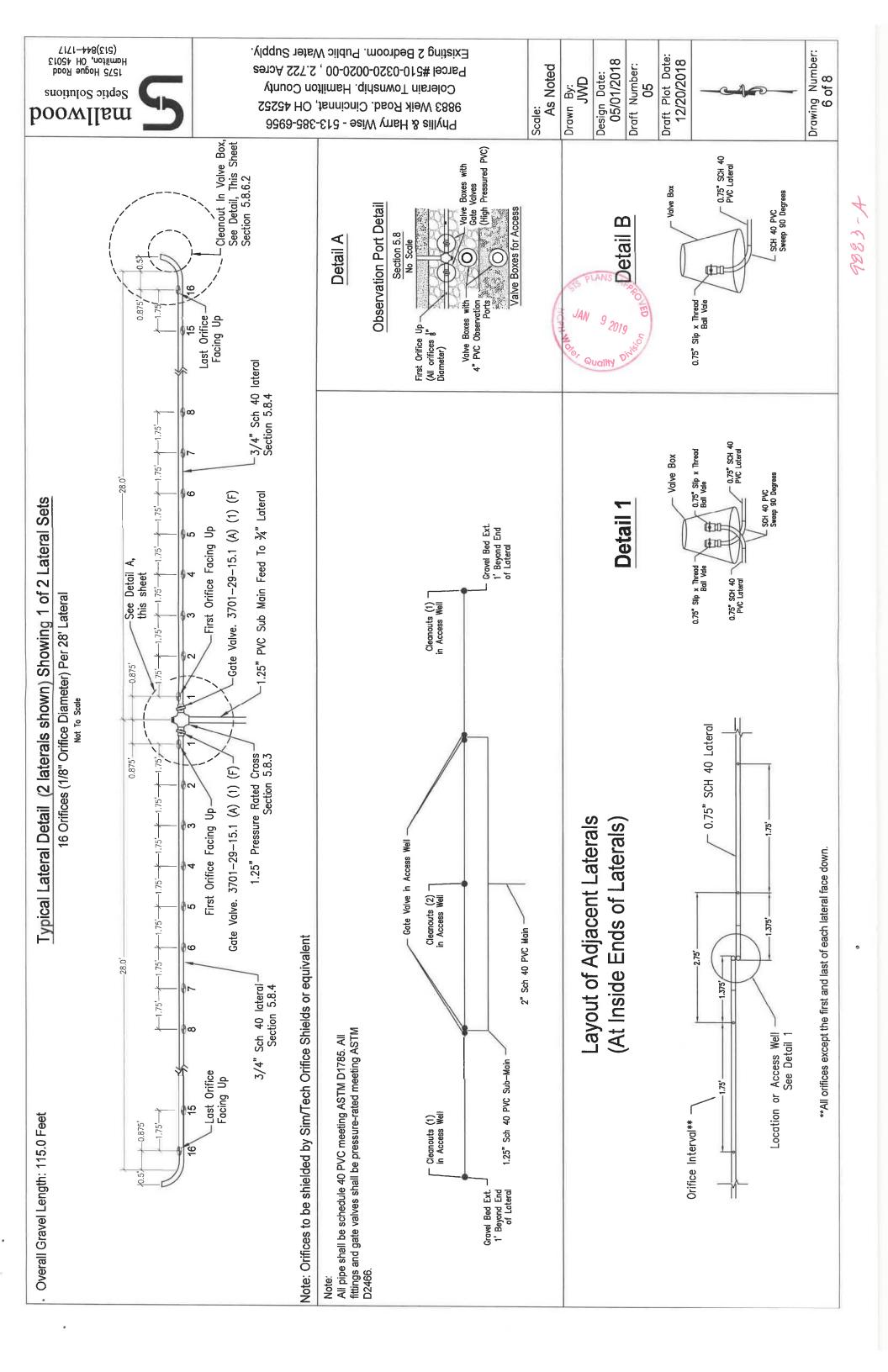
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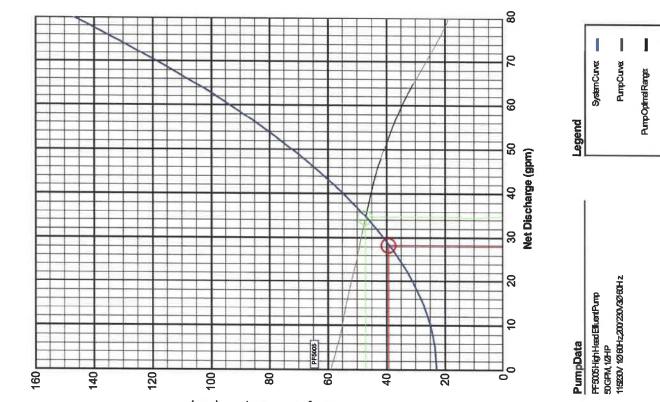
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Single Family Residence Project



PF5005 High Head Effluent Pump Technical Details Orenco PF 5005 High Head (Or Equivalent) Pump Selected

- Minimum 24-Hour Run-Dry Capability with No Deterioration in Pump Life or Performance - Liquid End Repair Kits Available for Better Long-Term Cost of Ownership
 - Super Stainless Franklin Electric Motor, Rated for Continuous use and Frequent Cycling
- Type SOOW 600-V Motor Cable (suitable for Class I, Division 1 and Division 2 applications)
 - Five-Year Warranty on Pump or Retrofit Liquid End from Date of Manufacture Against Defects in Materials or Workmanship
 - 0.5 HP, 120 VAC, Single Phase, 10 FLA
 - 2" FPT Discharge

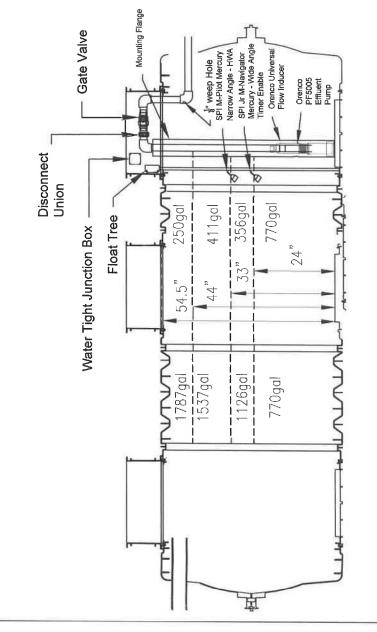
Details

High Water Alarm: 33" from Bottom Timer enable: 24" from Bottom Reserve Volume: 411 gallons Surge Volume: 356 gallons

15.7 gallons plus field verified drainback Minimum Mound Dose Volume:

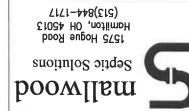
Note:

Actual dose volume to be determined after time drawdown is completed and total drainback is calculated. Control panel timer settings are to be set at this time.

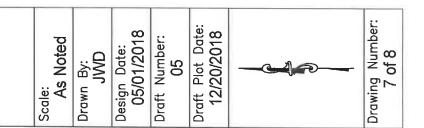


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DesignPoint **Operating Point**



Existing 2 Bedroom. Public Water Supply. Parcel #510-0320-0020-00, 2.722 Acres Colerain Township. Hamilton County 9883 Weik Road. Cincinnat, OH 45252 Phyllis & Harry Wise - 513-385-6956



9833-4

Pump Selection for a Pressurized System

Parameters

Discharge Assembly Size	200	inches
TranspotLergh	<u>195</u>	feet
TransportPipeClass	40	
TransportLineSize	200	inches
DistributingValweModel	None	
Max Bevalon Litt	ន	į.
Manifold Langh	<u>8</u>	feet
Maritid Fipe Class	9	
Mantibld Pipe Size	125	inches
Number of Laterals per Cell	4	
Lateral Length	6666/Z	feet
Lateral Proc Class	40	
Lateral Proe Size	0.75	inches
OrticeSize	18	Inches
Orifoe Spacing	175	feet
Residual Head	5	feet
FlowMeter	None	inches
'Add-on' Friction Losses	S	feet
Calculations		

Calculations			1
Minimum Flow Rateper Oritice	043	5	ř.
Number of Oritices per Zone	8		
Total Flow Ratepar Zone	283	шđđ	
Nunter of Laterais per Zone	4		
% FlowDifferential 1stLastOnilice	61	%	
Transport/Vetocity	27	<u>8</u>	
Frictional Head Losses			

Loss trrough Discrarge	g	1961
Lossin Transport	27	feet
LossfraughVake	8	feet
Loss in Marifold	60	fact
Loss in Laterais	60	faet
Loss trough Fiowmater	8	feet
'Add-on' Friction Losses	50	ted
Pipe Volumes		
VolorTransportLine	6 02	alec
VolofManibid	26	State
VolofLaterals per Zone	31	spo
Total Volume	307	Sąc

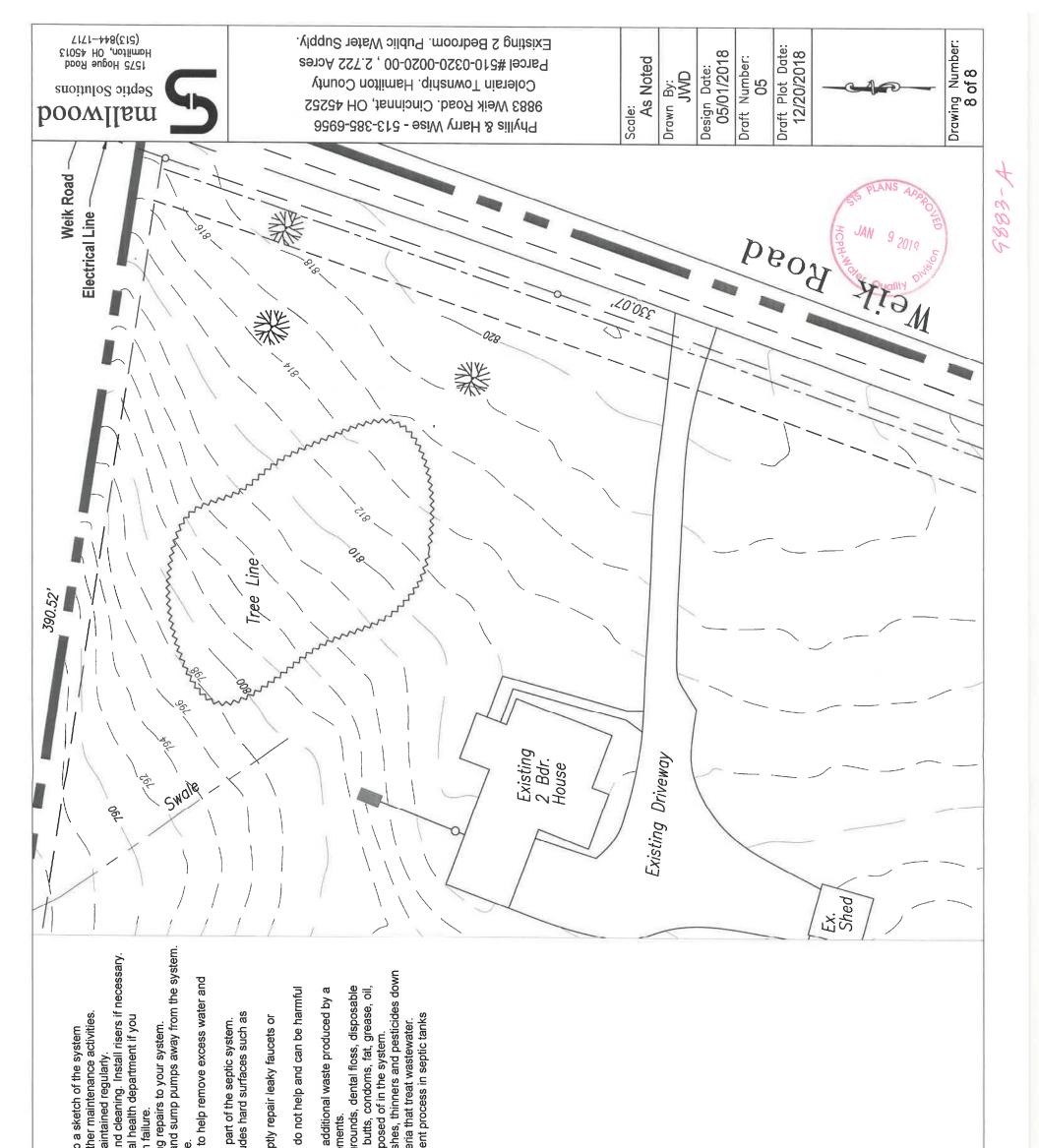
irements	282 365
inimum Pump Requ	lesign Flow Rate del Dynamic Head



PumpData

1607

140



Protecting Your Septic System

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with a detailed record of repairs, pumping, inspections, and other maintenance activities. Learn about your household sewage system. Obtain and k

a sketch of the system

Geep

- Have your household sewage system inspected and maintained regularly.
- Keep your septic tank cover accessible for inspection and cleaning. Install risers if necessary. Call a registered sewage system contractor or your local health department if you
 - experience problems or if there are any signs of system failure.
- Always obtain required permits when making or allowing repairs to your system. Divert sources of water, like roof drains, footer drains, and sump pumps away from the system. Excess water saturates the soil leading to system failure. Keep a good vegetative cover over the system in order to help remove excess water and

.

- prevent erosion.
- Do Not allow anyone to drive or park anything over any part of the septic system. Never dig or build anything over your system. This includes hard surfaces such as

• .

- Conserve water to avoid overloading the system. Promptly repair leaky faucets or toilets, and install water saving devices. concrete or asphalt.
- Don't use septic tank additives. These products usually do not help and can be harmful to the operation of your system.
 - Eliminate or reduce the use of a garbage disposal. The
- garbage disposal will lead to extra maintenance requirements. Don't use you toilet or disposal as a trash can. Coffee grounds, dental floss, disposable diapers, kitty litter, sanitary napkins, tampons, cigarette butts, condoms, fat, grease, oil, automotive fluids and paper towels should never be disposed of in the system. Never pour chemicals or cleaners such as paints, varnishes, thinners and pesticides down the drain/toilet. Harsh chemicals can kill beneficial bacteria that treat wastewater. Never climb down into a septic tank. The natural treatment process in septic tanks
- produces toxic gases that can kill.

	Α	ddre	ess o	f Cons	truction	n Site	- 98	<u>83</u>	_0	De	h	R	d		Pc	litical	Subdiv	visio	on: Cc	lera	in T	Sp	File #:	P		011	502	52	-
Fee Paid: 4390.00	Receipt #: 4422 02 050 Received By: 005	ALTH DISTRICT	SEWAGE TREATMENT SYSTEM	Septic System) Political Subdivision: <u>(o lechin</u>	Mater Supply Bublic (Water Supplier	U Well Cistem Hauled Water	K Monthly Water Usage: V 3 Gal Ha	Soil Absorption Rate 0 1 Linear Loading Rate 3.3	5 Such No.	Lot all hardes to Ribers in 054	be weterhigh	1.1	ponuts'	Comments:	- 12 valient inspiction	- ma busa	praisin a dant.	[] Inc	Ft. prabes In #C Infallers				gultins + dvanback		Below Grade ZAt or Above Grade	System Per HCGHD Manual	γ with the conditions set forth on the reverse hereof.	DSULT Da	De Ilisialieu
Howard Taft, 2 nd Floor Sub./Lot Review: _	(513) 946-7890 www.hamiltoncountyhealth.org Other:	HAMILTON COUNTY GENERAL HEAL	UCT O	Required If All Was	W. Scherrenter	Pit DHung Sewer	Number of People in Structure: ∠ al □Whirlpool Style Tub □High Capacity es:	Average Design Flow: 216	NA Sa K 500 L-EL	500	Compartment(s)	Diameter or x	Sphon of the Pre-500		11 11 11 11 11 11 11 11 11 11	1092 St 24	レート・ファイン 「Dump」 Diameter or メーローの Diameter or とうしょう	Contract of	Total Ln.	×	10,10h	Disinfection Device:	Chlorinator Chlorine Contact Chamber De-Chlorinator UV		The system coust k	A For Additional Details And Astall System Per Ho	By my signature below I certify that I have read, I understand, and I agree to comply with the conditions set forth r's/Owner's Agent Signature:	LS, Date 5/21/10 Approved By:	Approved By Uale.
250 William Howard Cincinnati, Ohio 452 Dhonor 754 30 404 55	Ň	HAN	APPLICATION TO CO	n Site:	Owner(s) Name: 140my + Phylis Phone Number: 513-385-6956 Mailing Address: 9873 M. Road	BPlumbing Under Basement □Ejector	Number of Bedrooms: <u>C</u> Number o UWatersoftner □Garbage Disposal □Whirlpool □Other Large Water Usage Fixtures:	lics:	tem	U		Zosing Septic Tank 510 Gallons	Detruem Filter	nit: ,	Lintermittent Sand Fitter 1 x CRecirculating Gravel Filter 1 x CRecirculating Sand Filter 1 x	DRecirculating Textile Filter	Definer Definer Following Treatment Unit Dossing Basin Soil Absorption (See Below)	Soil Absorption Component:	DGravel Pad DGravel Pad DLeaching Trenches that Leach Bed that At-Grade	H NOW	4- 28,	Drainage Enhancement:	NGRAdient Drain 24" Depth Winterceptor Drain 24" Depth Diversion Swale	eh.	VEMAINS: A V.C. (0 Malvell Vervivia at the Sike	Refer to Site Plan 6 00 % A For Add	By my signature below I certify that I Owner's/Owner's Agent Signature:	1	India Ibai

sage per Day	(tr ft)	g days	e (gal/d)
Existing Water Usage per Day	Unit Flow Rate	Days per Recording Period	Avg. Unit Flow Rate

ptic effluent

(h) - up to 10% for new construction; up to 30% for replace

tent.

ion Ny lines. If 8 taterals, think about using 1° laterals

n of gravel bed x adj. width) divided by 6 (Max 6 al manifolds

laterals er lateral

r internal cleanout sweep plus 12" each end

stribution

lined (in feet) pthr - stel scipex gravel withth (leat/inches) depthr - stel scipex gravel withth (leat/inches) and depth + stel scipex g° sand offset (feet/inches) bib below

th (A+1) + ⊔pslope wdth (J) + downslope widh (I) (fae/inches) (alisthution area plus & Top of sand offset mslope depths of sand * sideslope factor (3:1) (fee/inches) .2t sideslope lengths

5 ft. lus 1ft seil and 1 ff from toe of sand mound e gared leight + torseoil de pth) x 3:1 slope op of sand width selope cover length) + (2 x sand offset)

ft (assumes 3/4" laterals) (assumes 1" laterals) (assumes 1-1/4" laterals)





3.0 Determined from Provided Information 120 Flowrate per bedroom	10.0 From Site Investigation 3.3 From Site Investigation	0.0 (if applicable) 0.8 From Site investigation 8.0 From Site investigation	Y Drop down list 18 Default value is 18° 6 Any soil credits? 6 Default value is 8° 0.33 Use 4° (min) for pretreat mounds; 6° (min) for sept 0.33 Use 6° s' topsoil	3.3 LLR/Send Fill Loading Rate (1 GPD/R2) 108 Design from vare LLR 108 Langth of flathrbuint x(1-reduction factor) 108 Langth of flathrbuint x(1-reduction factor) 3.3 Design from vare SLR 3.3 Design from vare SLR 2.8 Manum latents the spit with then 1.2 kg ats supply 112 Equation intert total tetral total tetral for the spat on adjusted largth. 2.8 Manum latents total tetral total tetral for the spat on adjusted largth. 17 ft total total tetral total tetral total tetral spit with the 1.2 kg ats supply 18 Ann A of onfices for the spat on adjusted largth. 19 Min. A of onfices for the spat on adjusted largth. 175 Equats inflat area of distribution bed (minal langth. 175 Equats for titeral x total and index of onfices per lateral total and the distral total area of distribution bed (minal langth. 175 Equate for titeral x total langth for fortenes for tateral langth for the spacing tetral for the spacing tetral and the spacing tetral and the spacing tetral and the spacing tetral for the spacing tetral and the spacing tetral and the spacing tetral and the spacing tetral and the space of tetral space tetral and the space of tetral space of te	11111
OSU Mound Calculations Based on OSU Builetins 313 and 829 (3/4" Laterals) Wastewater V alume per Day Number of Units No. of bedrooms Unit Flow Rate (galid) Site & Soli Conditions	Site Stope Perpendicular to Mound Long Axis (Length) (Length) Linear Loading Rate (Spd/ft) Additional LR Conscisu	Auguational LLK capacity (gport) Basal Loading Rate (apd/sq ft) SLR Depth to Limiting (inches)	Desi on Parameters and Calculations Will System Have Pretraamant? Regulatory Vertical Separation Distance (in) Regulatory In-Stu soll depth (in) Regulatory In-Stu soll depth (in) Sand Depth (in Les) (ii) Sand Depth (in Les) (ii) Yop Soil (Depth, (in Les) (ii) Yop Soil Depth (in (ii)	T ((1 applicable) (1 applic	-

Pose volume formation drammatch = 34.2 Dose volume = total lateral length x 5 x 0.07 galft (assumes 1-1/4" laterals). This mound calculation spreadsheet is the property of SCS Engineers and may not be used without expressed consent from SCS Engineers

P:IDESIGNS/Hamilton County(1) DWG in Progress/9883 Welk Rd/9883 Welk Mound Calc Sheet xisx

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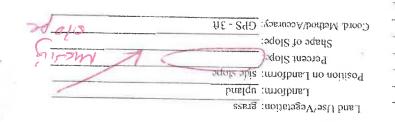
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										.ni 0č <	Material (range)	ighly Penneable ?
		<u></u>				REALS ALCOST				., ni 0č <		Anota Water/A
	ni sisixo neas	igent A liner	a theory of much	shallower to motified	și liosduz și	In general, th	- (D 1) (C			8 to 14 in. mostly 8	aldsT rable	
		-		:5.	iotan'i Asis	Remarks/F	Safor	Descriptive n		Depth to (m.)	Conditions	
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										Marine Contra	The Star Law	*
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ncqaigeri	rery firm	SBK	00	i- weak	%0	%17	meal year vitiz	2/S XL01 %0t	1/£ ህአ01 %I	107 R 4/4	76-92	x87
	muit or oldarit.	SBK	w	2- moderate	%0	96LZ	mily clay loam	10XB 2/2 \$0%	10288 3/1 %I	dark yellowish brown	92-11	BC
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	fitable	18	1	auons - c	260	0%/1	ÚROT NIS	10AB 2/5	1/E XÁ01	1018 4/9		

Soil and Site Evaluation for Sewage Treatment and Dispersal



Lehanon, OH 45036

VEW BEOREMAN EDE

Evaluator: Dan Michael

Date: 3/11/2018

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	0701-726-215	: # anong # :
550)	Day Mitbal	Signature;

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	Munsell Color (hue, value, chroma)	
	Estimating Soil Saturation	Soil Profile
	pi Auger X Probe	Method:
-		Latitude/Longitude:
	01'96'6'8'2'9'5't'6'7'1	Test Hole #:
		; _# 10-1
	0529-809-815	:# anoda
	Cincinnati,OH 45252	
	9883 Weik Road	Searbh Address:
		Sorne V pppficant Vanta
	92000250015#	Parcel # / Subdiv. Lot #1
	Cincinnati, OH 45252	
	bsoA Meik Road	Property Address/Location:
	Colevain	Township/Sec.
Auto	Itanifunal	County:

	1	and the second sec		~	1 100	7001	month offer.	4		nyrond deivere dieb	8-0	uV ^ℓ
Other Soll Features	20moisiano D	(ədeys) ədd L	əxi8	Grade	Fragments Approx. %	Xolo %	Sing	anoitelepü	ะสถานหมดออกกว	10XK 4/5 coler	(sayoui)	nositoH
	-		Strueture		Jexiure			ຮອ.ເດງຂອ.J ວາ	ислонихорэн	xintsM	Depth	
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	L		villity	g Soil Perme	Titemited				2011 Saturano	สีแกษณณรา	30103.3	1 1100

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56							1			Ļ	РР/ВК		
55	and due									1'5'3	٦д	ois 'o 'os	
54	1									MO			
53	0.4	3.5	3.0	3.3	3.0	2.2	3.2	5.9	54	5'3	BB		
52	3.4	5:2	5.4	3.2	2.2	5.2	3.0	5'2	0.2	Ł	ык/вк		
12										1'5'3	ЪГ	scr' cr' sicr	
50			1							MO	ww		
61	4.3	3.8	8'8 3	0.4	3.5	3.0	3'3	3.0	2.7	5'3	GR	Banation Barry (1.8.1994) (1.9.1994)	
81	4^0	3'2	3.0	3.3 4	3.0	5.7	3.0	2.2	2.4	k	PR/BK		
21				R.			Samp management of the same	1		1'5'3	ЪГ	SIL	
91	3.4	6.2	5'4	3.5	2.2	2.2	3.0	5.6	0.2	MO	nim .		
91	6'7	7'7	6.5	9'7	1.7	3.6	6.5	3.8	3.3	5'3	89		
14	9'7	1.4	3.6	2.13	3.8	3'3	0'7	3.5	3.0	L	ув/яч		
13		*	~	- 1		-	-	-		1'5'3	ЪГ	and a second sec	
21	2.5	3.2	3.2	3.0	2.2	5.4	5.6	5'3	5.0	MO			
11	6'7	77	3'8	9'7	1.4	3.6	4'3	1 8.5	3.3	5'3	89		
01	9.4	4.1	3'6	4.3	3.8	3.3	0.4	3.6	3.0		PR/BK		
6										1'5'3	٦d	FSL, VFSL	
8	7.E	3.2	2.2	3.0	2.7	5.4	3.6	5.3	5.0	WIO			
2	0.7	0.9	0.8	0.9	0'9	0.4	9'9	9.4	3.5	5'3	В		
9	0'1	0.9	0.8	0.9	0.8	0.4	9.6	9'7	3.5	L	PR/BK/		
9							-		in the phone and the same the	5'3			
7	0.9	0.8	0.4	9'7	1.4	3.6	0.4	3'2	3.0		PL 1	CSF' SF	
3	0.7	0.9	0.8	9.4	1.4	3.6	4.0	3.5	3.0	MO			
2	0.7	0.9	0'9	0.9	0.8	0.4	9.6	9.4	3.5	DS0		S' ALS' FLS' FALS	
Ł	0'8	0.7	0.9	0'2	0,9	0.8	0.9	0.8	0.4	DSO			
моЯ	48 54-	54	15	48 54-	54	ZL - 8	48 54-	54	15		adeus		
	(səy	liltrative filtrative	Distan	(səy:	vitrativ Filtrativ	Distan	(səy	ioni) ,921 (Incl	ns)eid	iure	Struc	Texture	
		601< ad	PIS	%	6-9 add	NS	.0	%1-0 add			concu		
			(11/bqg	e Rate (g	libsoJ .	ic Linea	-Iydrauli	1			อาหิอท	Soll Characte	



·	(Sillbgp) atsRR gnil	Soil Infiltration Load		Soil Characteristics				
		CBC		Structure	al alar			
Nog	(pretreated effluent) ארפליפאנפל ארשיע)	(septic tank effluent) >25mg/L	Grade	əqsd2	ənutxəT			
L .	9'1	8.0	950		ST'SOOT 'S 'SOO			
5	k	b. 0	02C		ES, VES, LES, LVES			
3	9'0	<u>0.2</u>	MO	and the				
7	<u>9`0</u>	0.2	k	br				
9	0	0	5'3		CST' 2T			
9	2.0	7.0	l l	PR/BK/GR				
2		9.0	5'3	NANAA				
8	0"2	0.2	WO					
6	0	0	1'5'3	ЪГ	ESE, VESE			
01	910	5.0	L	PR/BK/GR	margine a section in			
11	8.0	0	5'3	NONCAL				
15	9'0	0.2	MO					
13	0	× 0	1'5'3	ЪГ	Г			
21	9'0	0.4	ŀ	PR/BK/GR				
SL	8.0	9'0	5'3					
91	0	0	MO	1.00				
11	0 1	0	1'5'3	٦d	SIL			
81	9.0 1	Þ .0	1	PR/BK/GR				
61	8'0	9.0	5'3					
50	0	0	MO	br				
12	0	0	4		SCL, CL, SICL			
55	£ 0	0.4	5'3	PR/BK/GR				
53	9.0		WO					
54	0	0	1,2,3	٦d				
52	0	0	k aimit		SIS 'S 'SS			
51 52	0.3	0.2	5'3	PR/BK/G				
17	010			1				

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Table 3. Soil Infiltration Loading Rates.

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