



HAMILTON COUNTY PUBLIC HEALTH

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
hcuph.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 6101 Rapid Run 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.



Healthy choices. Healthy lives. Healthy communities.



PREVENT. PROMOTE. PROTECT.

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,

A handwritten signature in black ink, appearing to read "CMS/RS", with a stylized flourish at the end.

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 that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and 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 or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Date)

(Name and Title of Signer, Please type)

(Firm Name)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

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

Type Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

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 <https://www.sam.gov/portal/SAM/##11> 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>

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

Signature_____

Date_____

Name and Title of Authorized Signatory, Please Print or Type_____

Bidder's Firm_____

☐

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

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. CONTRACT DOCUMENTS

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. CONTRACT REGULATIONS

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, Statutes 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. BONDING

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. THE WORK

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. TIME OF COMMENCEMENT AND COMPLETION

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. RIGHTS OF ACCESS

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. CONTRACT CONFLICTS

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

8. CONTRACT SUM

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. All properly approved 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 be responsible for additional reinspection fees.

9. PAYMENTS

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. NEGLECT, DEFAULT, DELAY, ETC.

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. INSURANCE

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.

L. Owner'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. RESOLUTION OF DISPUTES

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. IN FORCE AND EFFECT

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, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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. Violating Facilities Clause

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. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification;

- D. Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default' and
- E. Will not utilize a subcontractor or supplier who is unable to certify (A) through (D) above.

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:

_____ A Corporation organized under the Laws of _____ and qualified to do business in the State of Ohio.

_____ Co-partners trading and doing business under the firm name and style of

_____ List names of all Partners _____

Or Joint Venture Participants _____

_____ An individual doing 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

CONTRACT CHANGE ORDER

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 that 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 or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
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 vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Date)

(Name and Title of Signer, Please type)

(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 statutes or commission of 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 <https://www.sam.gov/portal/SAM/##11> 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 Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder’s Firm

☐

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



Sub/Lcl Review: _____ Fee Paid: 340.00
Complaint: _____ Receipt #: 37545209
Other: _____ Received By: MD

APPLICATION TO CONSTRUCT OR REPLACE A SEWAGE TREATMENT SYSTEM

Address of Construction Site: 6401 Appleton Road
 Owner(s) Name: Deborah Warren
 Phone Number: (773) 702-5606
 Mailing Address: 6401 Appleton Road
Spring, IL 60133
☐ Plumbing Under Basement ☐ Ejector Pit ☒ Hung Sewer

Tax Parcel # 24-01-033-00 Lot Size: 0.11 acre(s)
 Political Subdivision: Chicago
 System To Serve
☒ Single Family ☒ Public (Water Supplier)
☐ Duplex ☐ Private
☐ Triplex ☐ Well ☐ Cistern ☐ Hauled Water
☐ Other:

Number of Bedrooms: 2 Number of People in Structure: _____ Monthly Water Usage:
☐ Watersoftner ☐ Garbage Disposal ☐ Whirlpool Style Tub ☐ High Capacity Shower
☐ Other Large Water Usage Fixtures: _____

Sewage Treatment System Type: Activated Sludge, AS2000, CU-EZ + 5 Pre w/UV + Re-Aeration

[illegible]

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG). The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG).

[illegible][illegible][illegible]

By my signature below I certify that I have read, I understand, and I agree to comply with the conditions set forth on the reverse hereof.

old Inspection Bureau
P.O. Box 7000
Date: 11-15-17

This Application Expires Five Years From The Approved By Date. Replacement Systems Must Be Installed Within 120 Days of Approval Date.

SEWAGE TREATMENT SYSTEM (STS) Design Plan:

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

For installation instructions, materials, system devices and components and products listed in this design plan use manufactures specs, and contact designers of Smallwood Septic Solutions for information. These Plans and 3701-29 Shall Dictate Design Specifics. HCPH Installation Manual Shall be Used for Procedures and to Supplement Information Not Otherwise Specified. Where conflicts exist, consult Smallwood Septic Solutions for guidance 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.
- "O&M" = Operations and Maintenance
- "ODH" = Ohio Department of Health.
- "Section" refers to the HCPH Installer's Manual.
- "STS" = Sewage Treatment System.
- "VSD" = Vertical Separation Distance.

Design Details Applying for NPDES Permit:

This STS design is for an Existing 2 bedroom home with a Daily Design Peak Flow of 240 GPD. The peak flow should not be reached on a routine basis. Average flows of 144 GPD can be accommodated routinely with typical residential wastewater strength as specified in Ohio Administrative Code (OAC) 3701-29 for households.

Due to property constraints (Shallow to Bedrock and Poor Soils) proven on soil test, Owner chose an Aqua Safe AS500L CU- EZ + 5 pre treatment tank, 226 RAB control panel with USP2 telemetry. This is approved for NPDES open discharge using Aeration, UV disinfection and Re-Aeration before directly discharging on property. Evelyn Warren, the Homeowner of the property has agreed to follow all required Ohio EPA Steps for permitting an NPDES Open discharge system, with the Specifications shown above. Permanent land phone line or cellular auto dialer will be required at all times to meet telemetry requirements.

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 STS areas from disturbance. Keep wheeled traffic off the STS area. It is the owner and installation contractor's responsibility to locate underground utilities. If utilities interfere with the designed system, construction shall not proceed without approval from the County Health Department and Designer.

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. Smallwood Septic Solutions estimates costs as follows :

\$19,500 +/- \$3,000 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.

- 1) Smallwood Septic Solutions is available to make adjustments and address concerns, as needed.
- 2) O&M requirements: All system devices and components must be operated and maintained in accordance with the Ohio Department of Health (ODH) product approval, Hamilton County Public Health Operation Permit Terms and Conditions. Telemetry and associated phone service must be active for the life of the STS. System devices and components must be installed per ODH product approval. Hamilton County Health Department Standards and this design. Where conflicts exist, consult Designer for guidance before proceeding. See reference section on this sheet for web-site 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.
- 3) Obstructions (if any) will be marked on site plan with the word "obstructions", and will have notes describing the obstructions and the proper way to avoid them.
- 4) 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 approval of Smallwood Septic Solutions. Contact Smallwood Septic Solutions if changes are needed.
- 5) 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 Hamilton County Health Department during pre-construction meeting.
- 6) No unapproved connections or clear water connections (downspouts, pool/spa water, footer tiles, cisterns, etc) shall be connected to this STS.
- 7) This design is for a open discharging system.
- 8) 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 floodway, wetland or within 100 year flood plain and sanitary sewers are not accessible.
- 9) Soil test provided by Matt Deaton, Deaton Soil Services.
- 10) Basal rate and linear loading rate cannot be met due to Shallow Bedrock and Poor Soils proven on the soil report.

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:

- Mike Smallwood, Smallwood Septic Solutions. 513-844-1717. www.smallwoodsepticssolution.com
- Matt Deaton, Deaton Soil Service. 937-533-9991
- AquaSafe. Ecological Tanks. 318-644-6080 www.etiaquasafe.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
- Polylok - www.polylok.com - (888) 284-8514

Designed By:

Smallwood Septic Solutions
1575 Hogue Road
Hamilton, OH 45013
513-844-1717
Design Date: February 20, 2018
Site Visited: February 10, 2018






**Know what's below.
Call before you dig.**

6/01-A



Legend

-  - AS500L CU-EZ + 5 Pre
-  - Existing Septic Tank
-  - Soil Sample Site



ORIGINAL SCALE: 1" = 20'

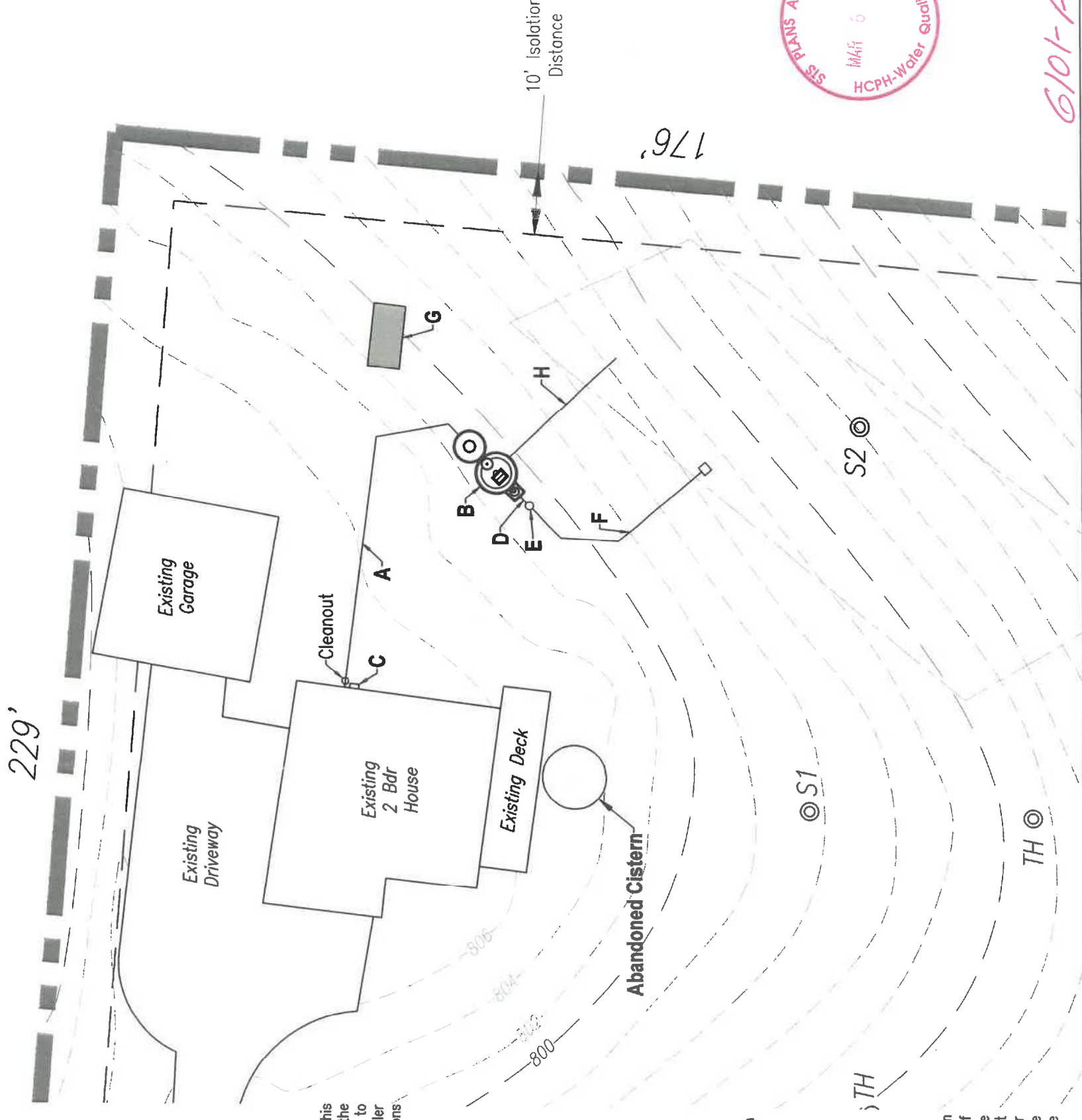
Replacement System Details

NOTE: The proposed system has been marked on-site with flags to match the description written in this design. It is the responsibility of the property owner, builder and installer to maintain and keep the on-site flags in their proper location. Installer **MUST** verify flag locations according to design prior to any work being performed. If flags are not present or not laid out according to design plan, installer **MUST** call to have flags re-laid out. Additional fees may apply. For more information or for questions about system layout, please contact:

Smallwood Septic Solutions
(513)-844-1717

- A) New 4 inch SCH 40 PVC Sewer line from House to Aqua Safe Aeration Treatment System. Standard cleanouts shall be installed outside house. Distance between cleanouts shall be a maximum of 75' or as noted on plan. Refer to 3701-29-12(S).
- B) Aqua Safe AS500L CU-EZ+5 Pre with 226 RAB Control Panel, Aeration, UV disinfectant and Post Aeration.
- C) Ecological Tanks, Inc. USP2 (Telemetry) Control Panel. See 3701-29-13 (Q)(1)(b)
- D) 4 inch Sch 40 PVC Headline Pipe to Polylok Sample Well.
- E) Polylok 3017-20 20" D-Box to be used as Sample Well. Must meet OAC 3701-29-13 (F).
- F) 4 inch Sch 40 PVC Discharge Line with Animal Guard and 6" Minimum Freeboard from Splash Block. Refer to 3701-29-13(Q)(2).
- G) 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.)
- H) Anti-Buoyancy Drain for Aqua Safe Tank.

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 Ohio Administrative Code Section 3701-29. 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 Smallwood Septic Solutions and will not be used without expressed written consent stating as such.



6101-A

Smallwood
Septic Solutions
1575 Hogue Road
Hamilton, OH 45013
(513) 844-1717

Evenlyn Warren - (513) 702-5606
6101 Rapid Run Road, Cincinnati, Oh. 45233
Delhi Township Hamilton County
Parcel #540-0112-0023-00, 0.916 Acres
Existing 2 Bedroom House. Public Water Supply.

Scale:
As Noted

Drawn By: JWD

Date: 02/20/2018

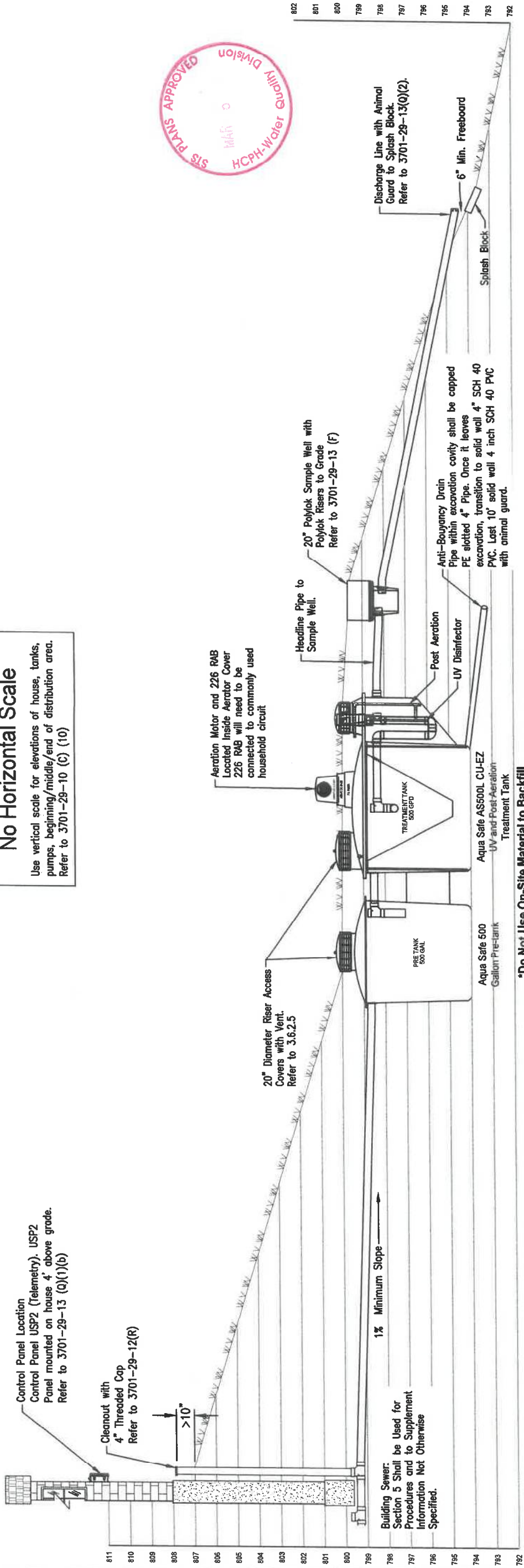


Drawing Number:
2 of 4

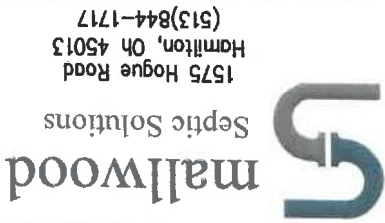
Vertical Scale

No Horizontal Scale

Use vertical scale for elevations of house, tanks, pumps, beginning/middle/end of distribution area.
Refer to 3701-29-10 (C) (10)

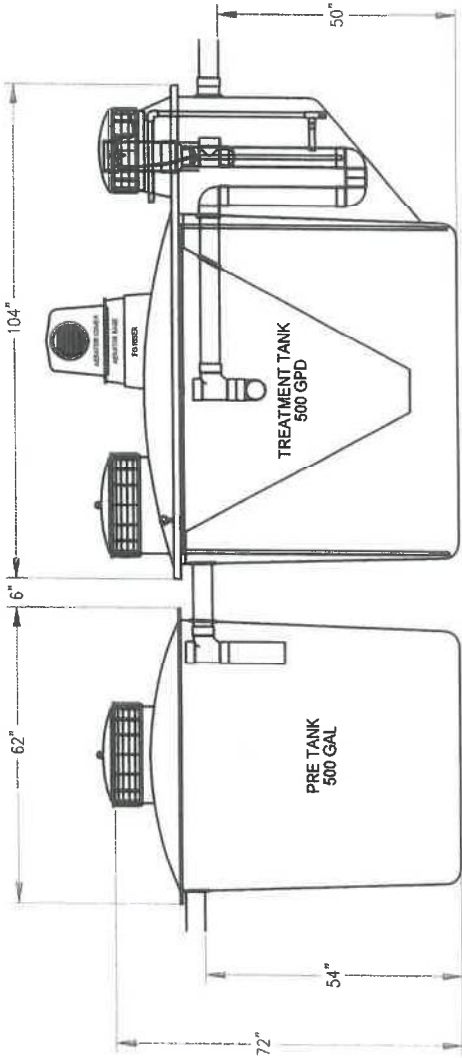


Everlyn Warren - (513) 702-5606
6101 Rapid Run Road, Cincinnati, Oh. 45233
Delhi Township Hamilton County
Parcel #540-0112-0023-00, 0.916 Acres
Existing 2 Bedroom House, Public Water Supply.



These Plans and 3701-29 Shall Dictate Design Specifics.
HCPH Installation Manual Shall be Used for Procedures
and to Supplement Information Not Otherwise Specified.

Pre-tank and Treatment System Information

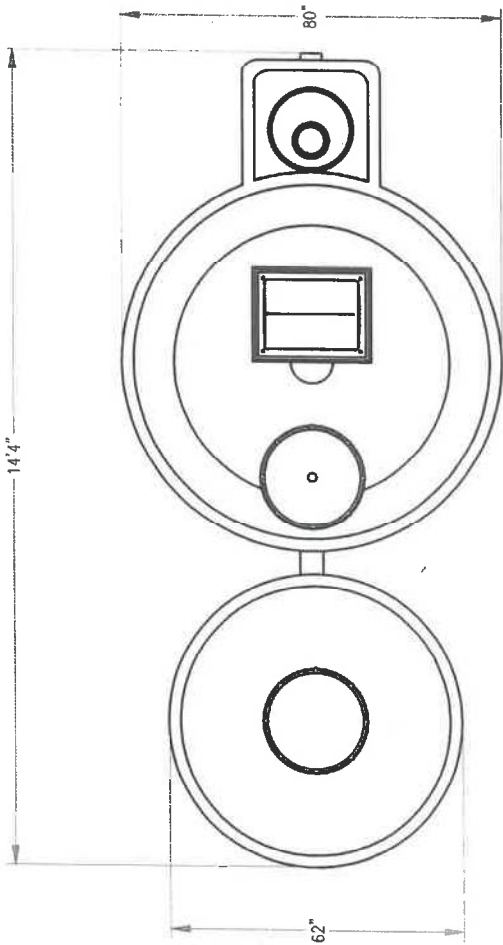


Aqua Safe AS500L CU-EZ+5 Pre

500 Gallon Pre-tank
500 Gallon Treatment Tank with UV Disinfection & Re-Aeration
Treatment Tank and Components are Approved by ODH

Overall height = 72"
Bottom of inlet to bottom of tank = 54"
Bottom of outlet to bottom of tank = 50"
Total length = 14'4"
Total width = 6'8"

AquaSafe Tank(s) must be installed per
manufacturer's specifications

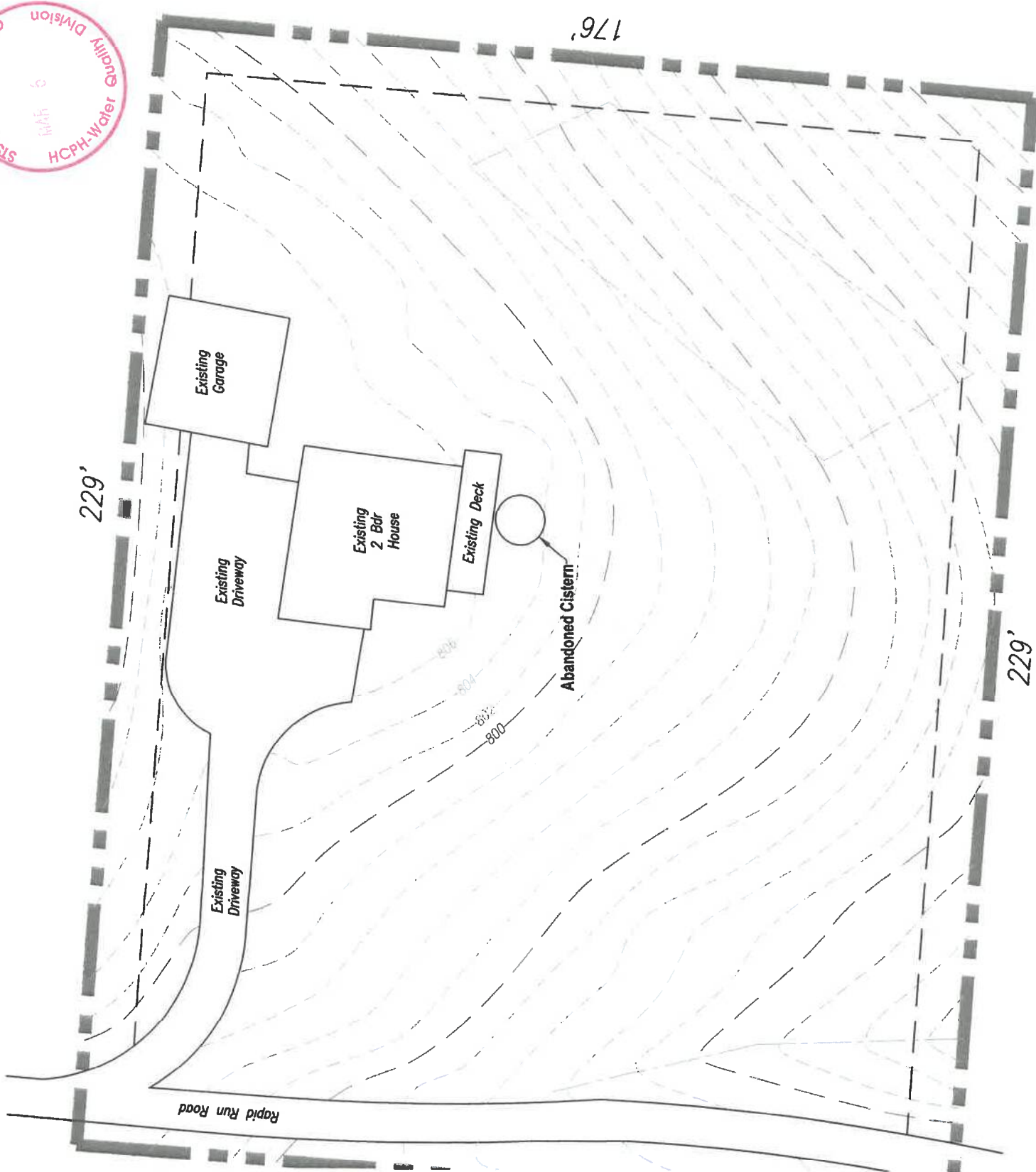


6101-A

Drawing Number:	3 of 4
Date:	02/20/2018
Drawn By:	JWD
Scale:	As Noted

Protecting Your Septic System

- Learn about your household sewage system. Obtain and keep a sketch of the system with a detailed record of repairs, pumping, inspections, and other maintenance activities.
- 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 concrete or asphalt.
 - Conserve water to avoid overloading the system. Promptly repair leaky faucets or toilets, and install water saving devices.
 - 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 additional waste produced by a 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.



NO SCALE

6101-A



Deaton Soil Services, LLC
1427 Concord Fairhaven Rd.
Eaton, OH 45320
Cell: (937) 533-9991
Home: (937) 456-9559

Tuesday, October 24, 2017

Smallwood Septic Solutions
Attn: Mike Smallwood
75 American Way
Monroe, Ohio 45050



Dear Mr. Smallwood,

Enclosed you will find the requested detailed soil evaluation for the property at 6101 Rapid Run Road in Hamilton County Ohio. The soil evaluation was the result from the need for a replacement sewage treatment system for the existing home.

Two detailed soil descriptions along with several soil borings were conducted at the proposed location. The sample locations have each been marked with pink glow metal flags and were labeled accordingly to their soil site numbers. The boundary of the proposed location has been marked using pink glow metal flags.

In the packet, you will find 2 technical soil descriptions, a site map marking the locations of the sample sites, and an abbreviations sheet. Copies of this letter, soil descriptions, and site map should be submitted to the Hamilton County Health Department. The Health Department will make the determination as to whether the soil and site area is suitable for onsite sewage treatment.

The soils described in the proposed treatment area, represented by site 2, contains bedrock that ranges from 8 to 18 inches from the surface with a representative depth of 11 inches. It also contains heavy clay with weak structure that ranges from 6 to 10 inches from the surface with a representative depth of 8 inches. The soils of this area contain a perched seasonal high water table at a depth that ranges from 6 to 10 inches from the surface with a representative depth of 8 inches to the 5 percent 2 chroma iron depletions.

Please protect the proposed location from any disturbances by clearly marking the area. Disturbances to the area could result in compaction of the soils and subsequent failure to the sewage treatment system.

If you have any questions, concerns, or need clarification, please feel free to contact me.

Sincerely,

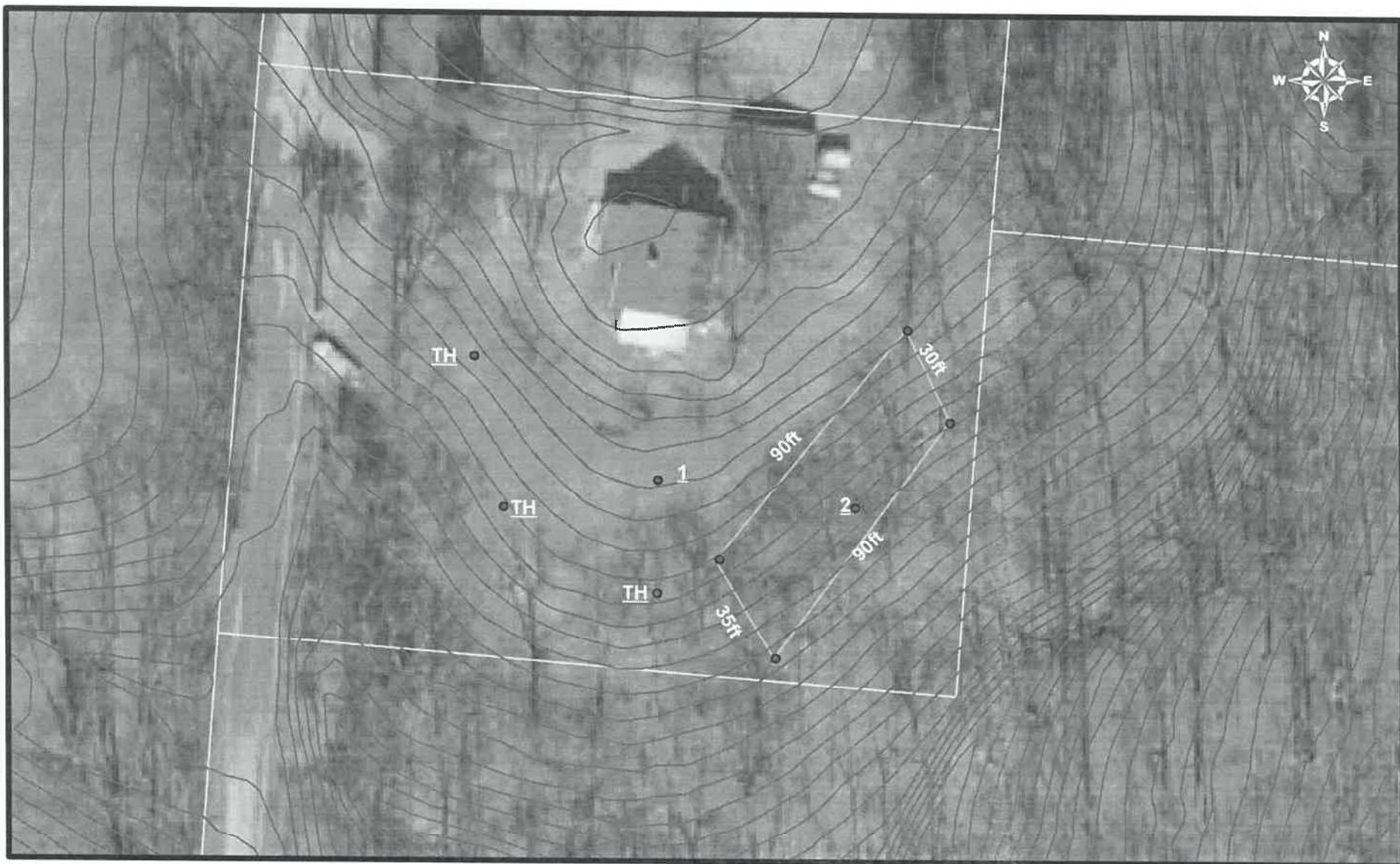
Matthew H. Deaton - Certified Professional Soil Scientist

6101-A



Smallwood Septic Solutions Soil Evaluation 6101 Rapid Run Rd. Cincinnati Ohio

6101-7A



- Pedon Descriptions
- Property boundary - from GIS
- 2 ft Contour - County GIS

0 25 50 100 Feet

Prepared by:
Matthew Deaton 10/24/17



Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Hamilton
Township / Sec.: _____
Property Address/Location: 6101 Rapid Run Road
Cincinnati, OH 45233
Applicant Name: Smallwood Septic Solutions
Address: 75 American Way
Monroe, OH 45050
Phone #: 513-844-1717
Lot #: _____
Test Hole #: 1
Latitude/Longitude: 84° 39' 10.11"W 39° 6' 27.51"N
Method: ☐ Pit ☐ Auger ☒ Probe

Land Use / Vegetation: Grass
Landform: Residuum
Position on Landform: Backslope
Percent Slope: 20 to 30
Shape of Slope: Linear Linear

Date: Tuesday, October 17, 2017
Evaluator: Matthew Deaton - CPSS
Deaton Soil Services, LLC
1427 Concord Fairhaven Rd
Eaton, Ohio 45320



Certification Stamp or Certification #: 330813
Signature: 
Phone#: (937)-533-9991

6101-A

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features	
		Munsell Color (hue, value, chroma)											
Horizon	Depth (inches)	Matrix	Color	Redoximorphic Features		Texture			Structure				Consistence
				Concentrations	Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)		
Ap	0 - 6	10YR 4/3		NA	NA	Silt Loam	26	1	1	M	GR	FR	
Bt	6 - 8	10YR 4/6		NA	NA	Clay	45	2	2	M	SBK	FI	
BC	8 - 10	10YR 4/4		10% 10YR 5/6 mad	10% 10YR 5/2 mac	Clay	45	10	1	M	SBK	FI	
R	10 -												
Limiting Conditions		Depth to (in.)		Descriptive Notes		Remarks / Risk Factors:							
Perched Seasonal Water Table		8		Heavy Clay/Weak Structure		Presence of perched seasonal water table, bedrock and heavy clay with weak structure.							
Apparent Water Table						*Test hole flags similar to this description							
Highly Permeable Material													
Bedrock		10		Bedrock									
Restrictive Layer		8		Heavy Clay/Weak Structure									

Note : The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

6101-A

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Hamilton

Township / Sec.:

Property Address/Location: 6101 Rapid Run Road

Cincinnati, OH 45233

Applicant Name: Smallwood Septic Solutions

Address: 75 American Way

Monroe, OH 45050

Phone #: 513-844-1717

Lot #:

Test Hole #: 2

Latitude/Longitude: 84° 39' 9.35"W 39° 6' 27.39"N

Method: ☐ Pit ☐ Auger ☒ Probe

Land Use / Vegetation: Woods

Landform: Residuum

Position on Landform: Backslope

Percent Slope: 20 to 30

Shape of Slope: Linear Linear

Date: Tuesday, October 17, 2017

Evaluator: Matthew Deaton - CPSS

Deaton Soil Services, LLC

1427 Concord Fairhaven Rd

Eaton, Ohio 45320

APPROVED

Quality Division

HCPH-Water

SIS PLANS



Certification Stamp or Certification #: 330813

Signature: 

Phone#: (937)-533-9991

Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features	
		Munsell Color (hue, value, chroma)											
Horizon	Depth (inches)	Matrix	Color	Redoximorphic Features		Texture			Structure				Consistence
				Concentrations	Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)		
A	0 - 4	10YR 4/3		NA	NA	Silt Loam	25	1	1	M	GR	FR	
Bt1	4 - 6	10YR 4/6		NA	NA	Clay	42	2	2	M	SBK	FI	
Bt2	6 - 11	10YR 4/4		5% 10YR 5/6 mad	5% 10YR 5/2 mac	Clay	55	5	1	M	SBK	FI	
R	11 -												
Limiting Conditions		Depth to (in.)		Descriptive Notes		Remarks / Risk Factors:							
Perched Seasonal Water Table		6		Heavy Clay/Weak Structure		Presence of perched seasonal water table, bedrock, and heavy clay with weak structure.							
Apparent Water Table													
Highly Permeable Material													
Bedrock		11		Bedrock									
Restrictive Layer		6		Heavy Clay/Weak Structure									

Note : The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

Landforms		
Glacial	Lacustrine & Rel.	Residuum
Till Plain	Lake Plain	Ridge
End Moraine	Beach Ridge	Peak
Outwash Plain	Dune	Knoll
Outwash Terrace	Fluvial	Crest
Beach Ridge	Flood Plain	Hillslope
Kame	Terrace	Interfluv
Esker	Alluvial Fan	

Profile Position
Summit
Shoulder
Backslope
Footslope
Toeslope
Flat
Talf

Shape of Slope
Convex
Concave
Linear
Complex

Horizon Nomenclature		
Master Horizons		Common Horizon Suffixes
O	Predominately organic matter (litter & humus)	a Highly decomposed organic matter b Buried genetic horizon
A	Mineral, organic matter (humus) accumulation, loss of Fe, Al, clay	d Densic layer (physically root restrictive) e Moderately decomposed organic matter
E	Mineral, loss of Si, Fe, Al, clay, organic matter	g Strong gley i Slightly decomposed organic matter
B	Subsurface accumulation of clay, Fe, Al, Si, humus;sesquioxides; loss of CaCO ₃ ; subsurface soil structure	p Plow layer or artificial disturbance r Weathered or soft bedrock t Illuvial accumulation of silicate clay
C	Little or no pedogenic alteration, unconsolidated earthy material, soft bedrock	w Weak color or structure within B x Fragipan characteristics
		Horizon Modifiers
L	Limnic Soil Material	Numeric Prefix: Lithologic Discontinuity
R	Hard bedrock	Numeric Suffix: Subdivision of a master horizon

Redox Locations
mat In the matrix
mad In matrix around depletions
mac In matrix around concentrations
tot Throughout
bpf Between ped faces
apf On ped faces
spo On surfaces along pores
rpo On surfaces along root channels

Soil Texture		
Texture Class Abbreviations	Textural Class Modifiers	
Coarse Sand	Gravelly	gr
Sand	Fine Gravelly	fgr
Fine Sand	Medium Gravelly	mgr
Very Fine Sand	Coarse Gravelly	cgr
Loamy Coarse Sand	Very Gravelly	vgr
Loamy Sand	Extremely Gravelly	xgr
Loamy Fine Sand	Cobbly	cb
Loamy Very Fine Sand	Very Cobbly	vcb
Coarse Sandy Loam	Extremely Cobbly	xcb
Sandy Loam	Stony	st
Fine Sandy Loam	Very Stony	vst
Very Fine Sandy Loam	Extremely Stony	xst
Loam	Bouldery	by
Silt Loam	Very Bouldery	vby
Silt	Extremely Bouldery	xby
Sandy Clay Loam	Channery	cn
Clay Loam	Very Channery	vcn
Silty Clay Loam	Extremely Channery	xcn
Sandy Clay	Flaggy	fl
Silty Clay	Very Flaggy	vgl
Clay	Extremely Flaggy	xfl
*Estimate approximate clay percentage within 5 percent		

Soil Structure			
Grade	Size	Type (shape)	
Structureless	0 Very Fine	vf Granular	gr
Weak	1 Fine	f Angular Blocky	abk
Moderate	2 Medium	m Subangular Blocky	sbk
Strong	3 Coarse	co Platy	pl
	Very Coarse	vc Prismatic	pr
	Extr. Coarse	ec Wedge	weg
	Very Thin*	vn Columnar	col
	Thin*	tn Single Grain	sgr
	Thick*	tk Massive	ma
	Very Thick*	vk Cloddy	cdy

* The sizes Very Thin, Thin, Thick, and Very Thick, are used when describing play structure only. Substitute thin for fine, and thick for coarse when describing play structure.

Moist Consistence	
Loose	l
Very Friable	vfr
Friable	fr
Firm	fi
Very Firm	vfi
Extremely Firm	efi

Effervescence
ne Noneffervescent
vs Very Slightly Eff.
sl Slightly Eff.
st Strongly Eff.
ve Violently Eff.

For a more detailed explanation on describing and sampling soils, please refer to the "Field Book for Describing and Sampling Soils", Schoeneberger, P.J., Wysocki, D.A., Benham, E.C., and Broderson, W.D. (editors) 2002. Field book for describing and sampling soils, version 2.0. Natural Resources Conservation Service, USDA, National Soil Survey Center, Lincoln, NE.



6/10/1A