

Advertisement

PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the disposal of biosolids generated from the County's wastewater treatment facilities, with hauling to be provided by the Delaware County Sewer District or the contractor. Proposals will be received at the Delaware County Sanitary Engineer's Office, 50 Channing Street, Delaware, Ohio 43015, until **12:00 p.m. on Thursday, February, 25 2021**. At that time, proposals will be opened and names of offerors only will be available upon request. In-person drop off is available at the south entrance of the Sanitary Engineer's Office; upon arrival call (740) 833-2240 and a Sewer District representative will receive your proposal. One (1) original and five (5) copies and a .pdf copy on a USB drive are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Public Notices and Bids or may be obtained from the Delaware County Regional Sewer District web page at <https://regionalsewer.co.delaware.oh.us/bids/>.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted. If a contract is awarded, it shall be awarded to the proposal determined to be most advantageous to Delaware County. Non-exclusive awards may be made in whole or in part to one or more offerors.

Any proposal submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

End of Advertisement.

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Biosolids Hauling and Disposal Services

DELAWARE COUNTY, OHIO

CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

Jeff Benton

Barb Lewis

Gary Merrell

CONTRACT ADMINISTRATOR:

DELAWARE COUNTY SANITARY ENGINEER

Tiffany Maag, P.E.

50 Channing Street
Delaware, OH 43015
Phone: (740) 833-2240

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1.0 Background and Nature of the Project

1.1 Delaware County Background

Delaware County is situated in Central Ohio, and covers 459 square miles and has a population of approximately 209,000 residents. The Delaware County Sewer District operates under the authority and direction of the Delaware County Board of Commissioners. This Board consists of three (3) Commissioners elected by the county residents.

1.2 Purposes and Desired Outcomes of the Request for Proposal

The Delaware County Sewer Regional District (DCRSD) is issuing this Request for Proposals (RFP) to solicit proposals from Offerors (the term “Offeror” is used herein to refer to prospective contractors and may be used interchangeably with the term “Contractor” herein) for the hauling and disposal of the biosolids generated from the County’s wastewater treatment facilities. This RFP is being released to allow an evaluation of the cost proposals and different hauling and/or disposal plans from contractors. Proposals include providing as per unit fee (cost per ton) for biosolids disposal and/or hauling services. Hauling services only, and/or disposal services only proposals will be evaluated.

Offerors would receive undigested and dewatered biosolids from the County’s nine (9) WWTPs. Currently, the County dewateres biosolids from the Alum Creek Water Reclamation Facility (ACWRF), Olentangy Environmental Control Center (OECC), and the Lower Scioto Water Reclamation Facility (LSWRF) and produces 15,300 wet tons per year. There is presently no cake storage at any of the facilities so dewatered cake is loaded directly into trucks for hauling. A summary of the current annual (biosolids generated is presented in Table 1.

Table 1: 2020 Biosolids Disposal Summary

	ACWRF	OECC	LSWRF
Wet Tons Per Year	11,000	4,000	300
Wet Tons Per Week	211	77	6
Average % Solids	13	20	23
Volatile Solids	82	82	82

The County is expecting significant growth in flows (36% increase) over the next 20 years.

1.3 Existing Facility Summaries

Olentangy Environmental Control Center (OECC)

The OECC is located at 10333 Olentangy River Road, Powell, Ohio and was originally constructed in 1980 and expanded in 1997. The current average daily flow (ADF) of the plant is 3.2 MGD with an average daily design flow (ADDF) of 4.5 MGD. The plant is

separated into two treatment trains (north and south). The north plant is currently not in service and could add 1.5 MGD of additional capacity if put back into service. The wet stream includes the following unit processes.

- No preliminary treatment (Planned for installation within the next 3-5 years)
- Biological treatment system (aeration basins and final clarifiers)
- Tertiary filtration
- UV disinfection
- Chemical phosphorus removal (ferric chloride) to meet 1.0 mg/L TP limit

Waste activated sludge (WAS) is stored in six (6) aerobic digester tanks and eight (8) sludge storage tanks. The County does not digest the solids in the aerobic digestion tanks. Solids are retained then dewatered using the Andritz centrifuge added in 2009. A gravity belt thickener is available for use by the County, but centrifuge performance is better without thickening the stored biosolids. The Andritz centrifuge discharges directly into the County's trailer for hauling to the landfill (no on-site cake storage). Hauling of the 19% dewatered cake is typically performed 3 days per week. Solids from the other smaller WWTPs are currently brought to the OECC for solids storage and disposal.

Alum Creek Water Reclamation Facility (ACWRF)

The ACWRF is located at 7767 Walker Wood Blvd., Lewis Center, Ohio and was started up in 2001. The current ADF of the facility is 5.3 MGD with an ADDF of 10 MGD. The wet stream generally consists of the following unit processes.

- Fine screening
- Biological treatment system (aeration basins and final clarifiers)
- Tertiary filtration
- UV disinfection

The plant was originally designed for aerobic digestion and land application, but discontinued the practice in 2007 due to odor complaints. WAS can be pumped to nine (9) covered storage tanks. In 2015, the County retrofitted three of the sludge storage tanks with new diffusers and currently only use the three retrofitted tanks for storage prior to dewatering. Dewatering is accomplished with a 2-meter Komline-Sanderson belt filter press. The belt filter press can also be used for thickening. Dewatered cake (~19% solids) is conveyed by a Serpentix conveyor to a load-out facility. There is no cake storage available on-site.

Lower Scioto Water Reclamation Facility (LSWRF)

The LSWRF is located at 6579 Moore Rd, Delaware, Ohio. It is a 1.4 MGD ADF facility built in the late 2000's to serve future development areas in Concord Township and western Liberty Township. However, the plant was not put online until 2017, with the ADF of 0.078 MGD and ADDF of 1.4 MGD. This flow may increase if Scioto Reserve is taken offline, with ADF of 0.20 MGD. Plans for this are not finalized and would only happen during the later years of this contract. The wet stream consists of the following unit processes.

- Fine screening
- Extended aeration with integral clarifiers

- Tertiary filtration
- UV disinfection

WAS is pumped to four (4) covered aerobic digesters before dewatering via a Centrisys centrifuge. Package plant biosolids are also brought to LSWRF for digestion and dewatering.

2.0 Calendar of Events and RFP Communications

2.1 Calendar

Advertisement of RFP	January 21, 2020
Offerors Conference (Virtual)	February 4, 2020
Deadline for Submitting Questions	February 18, 2021
Proposal Due Date	February 25, 2021
Estimated Notice of Award	March, 2021

2.2 RFP Submittal Process

All proposals are to be delivered before 12:00 p.m., local time, on **Thursday, February 25, 2021** to:

Delaware County Sanitary Engineer’s Office
50 Channing Street
Delaware, Ohio 43015

Delaware County will not accept any proposals received after the date/time stated above, and shall request Offeror to make arrangements to retrieve late proposals. Delaware County shall not bear the responsibility for proposals delivered past the stated date or time, or to an incorrect address by Offeror’s personnel or by the Offeror’s outside carrier. Offerors must submit one (1) completed and signed original and five (5) copies of the proposal. Proposals will be opened at the above stated time and names of offerors only will be available upon request. Proposals shall be submitted in a sealed, opaque envelope or box marked “Proposal Enclosed for RFP – Biosolids Hauling and Disposal Services.”

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter’s expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the Offeror and Delaware County. Delaware County shall have no liability whatsoever to any Offeror whose proposal is not accepted.

IT IS ABSOLUTELY ESSENTIAL THAT OFFERORS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL PROPOSALS. ONCE OPENED, PROPOSALS CANNOT BE ALTERED; HOWEVER, DELAWARE COUNTY RESERVES THE

RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES.

Delaware County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Delaware County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the County. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract. A sample contract is included with this RFP, but an Offeror may submit a proposed contract with its response to the RFP. All proposals shall be valid for a period of 90 days from the submission date, unless withdrawn in writing by the Offeror.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal.

All materials submitted and accepted by Delaware County in response to this RFP shall become the property of Delaware County and will be retained by Delaware County in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. The contents of the proposal are subject to the Ohio Public Records Act unless otherwise exempted by law. The Offeror should note within its proposal whether it considers any part of the proposal as proprietary or trade secret. Delaware County will attempt to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, Delaware County shall have the sole discretion in determining whether any part(s) of the Offerors' proposals contain information that is exempt from Ohio Public Records law.

2.3 Inquiries/Communications

Delaware County will accept questions regarding the RFP only through e-mail communications to Erik McPeek, emcpeek@co.delaware.oh.us. All questions and answers will be sent to those prospective Offerors that participate in and register during the Offerors' conference call described in Section 2.4. The deadline for question submission is Thursday, February 18, 2021 at 12:00 p.m..

To schedule a site visit contact Erik McPeek, emcpeek@co.delaware.oh.us. Covid-19 restrictions limit the number of people in attendance to reduce group size to below recommended limits. Social distancing and PPE guidelines requested by DCRSD will apply to site visits.

2.4 Offerors Conference

On Thursday, February 4, 2021 at 10:00 a.m. Delaware County will host an Offerors Conference through video conference call. To request a conference call-in invitation, contact Erik McPeek at: emcpeek@co.delaware.oh.us.

Offeror attendance is not mandatory, but is highly encouraged. Delaware County feels that it is in the best interest of both Offerors and the County that all interested contractors attend the Offerors Conference to ask questions regarding the scope of this request for

proposals. Additionally, Delaware County will compile a list of attendees to be used for future communications regarding the RFP.

2.5 Communication Restrictions

From the release of the RFP until a contractor is selected, Offerors shall only communicate regarding the project in question with Delaware County officials or others working on the project through the email address designated for such purposes. Delaware County reserves the right to disqualify Offerors for unauthorized communication, but Delaware County reserves the right to contact Offerors after receipt of proposals for clarification of any items within the proposal. Delaware County shall open any and all proposals received in a manner that prevents the disclosure of contents of competing offers to competing Offerors.

2.6 Changes to the Request for Proposals by Delaware County

Delaware County may amend specific sections of this RFP at any time during the submission process. Delaware County will furnish amendments to prospective contractors who attended the Offerors Conference. Should Delaware County issue an addendum to this RFP, the submission deadline may be extended, if appropriate, to accommodate changes made to the proposal.

3.0 Services Requirements

The following specifications outline the minimum requirements of the proposed service. They are provided to assist Offerors in understanding the objectives of Delaware County and submitting a thorough response. Proposals received must meet these minimum requirements. Offerors may propose methodologies which meet the “spirit” of the listed requirements, but shall note that the proposed service which meets all, or most closely meets the specifications will be recommended for award within the listed selection criteria.

It is the intent that 100% of the solids generated from the DCRSD’s facility would be hauled to the privately owned beneficial re-use or disposal facility for a 5-year term. However, the DCRSD shall not be obligated to hauling a minimum amount per the agreement. Awards may be made in whole or in part to one or more offerors, and in the event that multiple contracts are awarded, the services provided shall be on a non-exclusive basis as set forth in the contract.

The County shall provide the following:

1. Dewatered biosolids
2. An analysis of the biosolids (attached in Appendix A).
3. Transportation of the biosolids to the Privately Owned Beneficial Re-Use or Disposal Facility. Hauling would occur on an as-needed basis Monday through Friday (8:00 am to 5:00 pm). The DCRSD has three (3) trailers, each with a capacity of 22-23 wet tons per load.

4. Site access to Offeror, or Offeror's Subcontractor, so that Offeror will provide hauling services with their equipment or a combination of Delaware County equipment.

The Offeror shall provide the following in their proposal.

1. Bid form (attached) with the cost per wet ton from each treatment facility. Cost per wet ton should be provided for biosolids hauled to the disposal facility by Delaware County and biosolids hauled by Offeror from each treatment facility. The address of the facility accepting the solids should also be provided for DCRSD hauling cost purposes. If, for whatever reason, the receiving facility cannot accept the solids, then the Offeror would be responsible for all costs (including DCRSD's costs) associated with transferring solids to another location. Hauling only bid Offerors will be instructed to transport to a disposal facility designated by DCRSD. Hauling only Offerors should provide detailed information regarding any hauling price changes related to distance of transport in the description of the bid form. Use multiple bid forms if more than one proposal is offered.
2. Certificate of indemnification releasing the County of all responsibilities and liabilities for the biosolids once the solids have been received by the beneficial re-use facility.
3. Acceptable insurance certificate naming the Delaware County Commissioners as an additional insured and certificate holder.

4.0 Offeror's General Requirements

- 4.1 Identify the cost your company will charge Delaware County for services.
- 4.2 Please state and detail any additional fees/charges that your company will charge the County.
- 4.3 Describe the business structure of your company (corporation, LLC, partnership, etc.).
- 4.4 Identify the key employees in your company, and provide the following information for each:
 - A. The employee's official title and responsibilities with your company;
 - B. Employment status: (full-time employee, part-time employee, contract employee, etc.); and
 - C. Length of time he/she has been employed.
- 4.5 Provide the maximum allowable contaminants that are permitted to be contained in the biosolids to ensure regulatory compliance.
- 4.6 Provide certified weight documents from the scales located at the facility for each load of biosolids delivered.

- 4.7 Provide documentation that any non-landfill facility is approved by the OEPA and maintains all required permits.

5.0 Proposal Format

In responding to this RFP, offeror must address each of the format requirements detailed in this section. Offerors will submit proposals with tabs inserted to distinguish each section as detailed below.

5.1 Cover Letter

The Cover Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. The Cover Letter shall provide a summary of the services to be provided and the name and telephone number of a contact person with authority to answer questions regarding the proposal. The letter shall also include the name and phone number of a contact person to be notified regarding contractual issues. Whenever possible, representatives within Ohio should be used.

5.2 Management and Organization

The Offeror shall describe how it will manage the successful accomplishment of the goals, objectives, and timeline described in this RFP. The Offeror shall list individuals vested with leadership responsibilities for the project, lines of reporting, accountability between Offeror and Delaware County.

The Offeror must include the relationships with all sub-contractors, with a clear indication of the roles and responsibilities of all parties providing materials or support services. Nevertheless, Delaware County will award the contract to one or more primary contractors, and subcontracting for the primary services is not permitted.

5.3 Offeror Profile and Qualifications

5.3.1 Offeror will provide a general history, description and status of the company including a certified copy of its most recent financial statement.

5.3.2 Offeror will provide a report of all pending and completed litigation for the past five (5) years.

5.3.3 Offeror will demonstrate its compliance with all requirements of Sections 3.0 and 4.0 of this RFP.

5.3.4 Past experience regarding the existing facilities or similar installations for any proposed new facility shall be provided by the Offeror. The Offeror should provide information on the locations, size, costs, and length of operation, and client references for similar installations.

5.4 Facility Technical Data and Work Plan

5.4.1 For existing facilities provide a description of the facility to include the location, a description of the processes and equipment used, site plan, current capacity and any proposed improvements, staffing and years of operation.

5.4.2 Complete separate bid forms if different alternatives are offered and clearly cross-reference the bid form pricing with your proposed plan(s).

5.5 Affirmative Action

The offeror shall submit information detailing its affirmative action, equal employment, and nondiscrimination policies.

5.6 Conflicts of Interest

No personnel of the contractor may voluntarily acquire personal interest that conflicts with their responsibilities under this contract. Additionally, the contractor will not knowingly permit any public official or public employee who has any responsibility related to this contract or the project to acquire an interest in anything or any entity under the contractor’s control if such an interest would conflict with that official’s or employee’s duties. The contractor will disclose to Delaware County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this contract. The contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this contract, unless Delaware County has determined that, in light of the person interest disclosed, that person’s participation in any such action would not be contrary to the public interest.

Each proposal must include a statement indicating whether the contractor or any people that work on the project through the contractor have a possible conflict of interest, and, if so, the nature of the conflict. Delaware County has the right to reject a proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict.

5.7 Workers’ Compensation Coverage

The selected contractor shall submit a copy of the certificate proving that the contractor and agents are covered by workers’ compensation, employees’ liability and/or contractor’s insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of the employees and agents. Failure to maintain coverage at any time during the term of the contracts shall be deemed a material breach of the contract. Such failure shall deem the contract void in its entirety, and the selected contractor shall not be entitled to any payment pursuant to the contract or otherwise.

5.8 Addenda

There may be addenda to this RFP. If your company desires to receive copies or notices of any such addenda, you must provide the information requested below to the Delaware County Sanitary Engineer’s office; ATTN: Erik McPeek, emcpeek@co.delaware.oh.us . Delaware County will send addenda only to those Offerors that provide the requested information by timely e-mail.

RFP Biosolids Hauling and Disposal Services

Company name _____

Mailing address _____

- A. The County reserves the right to disqualify any proposal that takes exception to or limits the rights of the County under this RFP and/or resulting contract.
- B. The County reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this RFP.
- C. The County reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract.
- D. The County reserves the right to cancel this RFP at any time.
- E. The County reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract has been made.
- F. The County reserves the right to select the offeror deemed to be in the best interests of the County, as determined solely by the County and/or its representative, to reject any and/or all proposals, or any portion of any and/or all proposals, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this RFP and to award the contract in the manner deemed to be in the best interest of the County. The County may award a contract in whole or in part to one or more offerors.

5.11.3 Independent Contractor

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the County, or any other appointing authority of Delaware County, Ohio.

5.11.4 Indemnification

The Contractor shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Delaware County Board of Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contractor's, any subcontractor’s, or any sub-subcontractor’s performance of this Contract, including, but not limited to the performance or actions of the Contractor’s, any subcontractor’s, or any sub-subcontractor’s officers, officials, boards, employees,

agents, servants, volunteers, or representatives (collectively “Contracted Parties”.) The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.

- B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- C. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees.

5.11.5 Insurance

The Contractor shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the County current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the County/DCJC, with coverage in an amount equal to that required by law and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The County must be named as "Additional Insured" on the policies listed in paragraphs B, C, and D above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the County before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the County within seven (7) calendar days of change.

During the life of the Contract, the County may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the County shall retain any and all such other and further rights and remedies as are available at law or in equity.

5.11.6 [NOT USED]

5.11.7 Damages in the Event of Default

The County declares and the Contractor acknowledges that the County may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, and conditions of the Contract. The County declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor and the Contractor agrees to pay damages to the County to compensate the County for any damages it incurs as a result of the default. The Contractor agrees that if the County does not give prompt notice of such a failure, that the County has not waived any of its rights or remedies concerning the failure by the Contractor.

5.11.8 Termination for Cause/Convenience

A. Termination for Convenience

Either Party may terminate this Contract at any time and for any reason by giving at least on hundred eighty (180) days advance notice, in writing, to the other Party. The Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The

Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the County shall be authorized in writing and signed by a quorum of the Board of Commissioners.

5.11.9 Inspection and Maintenance of Records and Work Papers/Audit

At any time, during regular business hours, with reasonable notice and as often as the County or their representatives may deem necessary, the Contractor shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. The County or their representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement / compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the Contractor shall contact the County in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

5.11.10 Notices

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Contractor:

Email: _____

County:

Erik G. McPeek, P.E.

Deputy Director of Operations

50 Channing Street, 2nd Floor

Delaware, Ohio 43015

Email: emcpeek@co.delaware.oh.us

5.11.11 Equal Employment Opportunity

In fulfilling the obligations and duties of the Contract, the Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. 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 stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

5.11.12 Drug Free Workplace

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

5.11.13 Findings For Recovery

The Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

5.11.14 Non-Collusion / Conflict of Interest

The Contractor certifies as follows:

- This proposal/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This proposal/Contract is genuine and not collusive or a sham.
- The offeror/Contractor has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal.
- The offeror/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any offeror or anyone else to put in a sham proposal or that anyone shall refrain from submitting a proposal.
- The offeror/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The offeror/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or to secure any advantage against the County or anyone interested in this Contract.
- The offeror/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of said offeror or any other offeror, or to fix any overhead, profit or cost element of such price or that of any other offeror, or to secure any advantage against the County or anyone interested in the proposed contract.
- This proposal/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The offeror/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the offeror/Contractor from entering this Contract.
- The offeror has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the offeror in its general business.
- All statements contained in the proposal are true.
- All statements contained in the Contract are true.

Contractor agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Contractor agrees that it will not employ in any manner a current Delaware County employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of the County.

5.11.15 Effect of Acceptance of Bid

Acceptance of delivery of any proposal shall not constitute an agreement between the submitter and the County, and the County shall have no liability whatsoever to any submitter whose proposal is not accepted.

5.11.16 Patent or Copyright Liabilities

The Contractor will protect, defend and hold free and harmless Delaware County, its officers, employees, agents and Board of County Commissioners against all claims that any of the designs/equipment/software/programing supplied hereunder infringes a U.S. patent or copyright. The Contractor will pay all resulting costs, damages, and attorney's fees to defend Delaware County against such claims. Delaware County will promptly notify the Contractor in writing of all claims, and the Contractor will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, Delaware County agrees to permit the Contractor, at Contractor's option and expense, either to procure for Delaware County the right to continue using the designs/equipment/software/programing or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

5.11.17 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this RFP and any proposal submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this RFP control. Conflicts within the RFP documents shall be resolved in the following order of precedence: (1) the Contract, excluding those documents incorporated by reference; (2) any RFP Addenda; (3) the RFP; (4) all other documents forming a part of or incorporated by reference into the Contract.

5.11.18 Headings

Headings in this RFP and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFP and Contract.

5.11.19 Severability

If any provision of this RFP or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFP and Contract shall remain in full force and effect.

5.11.20 Incorporation of RFP into Contract

Any Contract resulting from this RFP shall incorporate the legal notice, this RFP and all of its appendices and attachments and this RFP and all of its appendices and attachments

shall be a part of such Contract. Any written addenda issued by the County shall also be incorporated into and become a part of the executed Contract.

5.11.21 Incorporation of Proposals/Appendices

All proposals, appendices, forms, and other documents as completed and submitted to the County by the Contractor are hereby incorporated into this RFP and the Contract.

5.11.22 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

5.11.23 Authority to Sign

Any person submitting a proposal pursuant to this RFP and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a proposal and sign this Contract or has been duly authorized by his/her principal to submit a proposal and execute this Contract on such principal's behalf.

5.11.24 Entire Agreement

This RFP (and its appendices and attachments), all written addenda issued by the County, the Contractor's proposal, all approved documents completed by the Contractor and submitted to the County, and the Contract shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

6.0 Evaluation of the Proposal

This RFP is being conducted in accordance with the procedures for competitive sealed proposals, pursuant to Section 307.862 of the Ohio Revised Code. Delaware County will weigh three (3) factors to determine which offeror submits the proposal determined to be the most advantageous to Delaware County. Proposals will be scored based on allocation of points shown below. Awards may be made in whole or in part to one or more offerors.

Mandatory Requirements.

Proposals that do not contain all information and documents required in the RFP will be determined to be non-responsive as failing to meet the basic requirements of the RFP.

Three Key Factors for Contract Award

<u>Factor</u>	<u>Weight Given</u>
1. Offeror Profile and Qualifications	20 points
2. Price	50 points

3. Facility Technical Data and Work Plan

30 points

TOTAL CRITERIA WEIGHT

100 points

6.1 Evaluation Team

A selection committee established by the Delaware County Sanitary Engineer will evaluate the proposals. The composition will remain consistent for all responses and the selection committee will be responsible for documenting and tabulating the scores for all responses.

6.2 Evaluation Approach

Delaware County shall evaluate all proposals received and rank the offerors based upon the evaluation factors specified above. The Delaware County Sanitary Engineer may select one or multiple offerors with which to hold additional discussions based upon the evaluation factors specified above. Delaware County shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions. Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by Delaware County. Based upon a review of the proposals and potential additional discussions with a select offeror, Delaware County shall enter into contract negotiations with the highest ranked offeror. Because awards may be made in whole or in part to one or more offerors, contract negotiations may be conducted in succession. Delaware County shall review the apparent best proposal contract(s) and both parties must agree to the terms and conditions. Delaware County shall engage in contract negotiations with only one (1) offeror at a time. Failure to agree upon the terms and condition shall eliminate the proposal from further consideration. Requests by Delaware County for clarification of proposals shall be in writing. Said requests shall not alter the offeror's pricing information contained in its proposal. If negotiations with the highest ranked offeror fail, negotiations with this offeror shall be terminated, and Delaware County may enter into contract negotiations with the next highest ranked offeror. This process may continue until a contract is successfully negotiated. Awards may be made in whole or in part to one or more offerors.

6.3 Notices

- a. Delaware County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that Delaware County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority;
- b. Delaware County reserves the right to reject, in whole or in part, any proposal that Delaware County has determined, using the factors and criteria established to evaluate proposals, would not be in the best interest of the county;
- c. Delaware County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.

- d. An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. Delaware County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith;
- e. Delaware County may cancel or reissue this RFP if any of the following apply:
 - 1) The supplies or services offered through all of the proposals submitted are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP;
 - 2) The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds for the project;
 - 3) Delaware County determines that award of a contract would not be in the best interest of the county.
- f. Delaware County may award a contract to the offeror whose proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors and criteria developed and set forth in the request for proposals. ***Awards may be made in whole or in part to one or more offerors.***

7.3 Certification Regarding Findings for Recovery

The Offeror submitting this Proposal hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Authorized Signature

7.4 Sample Contract

SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and [Click here to enter text.](#) (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
Insert short description of the project, including location, limits and type of work
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
List all documents including Scope of Services and Fee Proposal with date of each

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, the lump sum fee shall be Insert “lump sum base fee amount”.
- 4.3 For all services identified in the Scope of Services and Fee Proposal as “If Authorized” tasks, the fee for each authorized task shall be the lump sum specified in the Fee Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the County Engineer. The total fee for all “If Authorized” tasks shall not exceed Insert “if authorized” fee total.
- 4.4 Total compensation under this Agreement shall not exceed Insert “total contract amount” without subsequent modification.

- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Erik G. McPeck, P.E.

Address: 50 Channing Street (2nd floor), Delaware, OH 43015

Telephone: (740) 833-2240

Email: emcpeck@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Insert name of consultant principal

Address of Firm: Street address including suite #, if any

City, State, Zip: City, state, zip

Telephone: Typed name

Email: email of project manager

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the work in accordance with the Proposal.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.

- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by

any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No

term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 14.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost

aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

INSERT NAME OF CONSULTANT

Date: _____

By: _____
Signature

Printed Name of Principal

Business Title

**BOARD OF COUNTY COMMISSIONERS
OF DELAWARE COUNTY, OHIO**

Date: _____

By: _____
Gary Merrell, President of the Board
Pursuant to Resolution No. 11-137 and
Resolution No. 21-_____

Attested: _____

Approved as to Form:

Prosecuting Attorney
Delaware County, Ohio

7.5 Bid Form

BID FORM

PROCESSING / DISPOSAL OF WASTEWATER PLANT BIOSOLIDS

Note: Cross-reference the pricing below with the plan(s) presented in your proposal. Use multiple bid forms if more than one plan is proposed. Use "NA" in all fields that do not apply to the bid

PROPOSAL PLAN DESCRIPTION: _____

ALUM CREEK WATER RECLAMATION FACILITY: 7767 Walker Wood Blvd., Lewis Center, Ohio					
TERM	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)
2021	211	\$ _____	\$ _____	\$ _____	\$ _____
2022	226	\$ _____	\$ _____	\$ _____	\$ _____
2023	241	\$ _____	\$ _____	\$ _____	\$ _____
2024	257	\$ _____	\$ _____	\$ _____	\$ _____
2025	287	\$ _____	\$ _____	\$ _____	\$ _____

OLENTANGY ENVIRONMENTAL CONTROL CENTER: 10333 Olentangy River Road, Powell, Ohio					
YEAR	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)
2021	77	\$ _____	\$ _____	\$ _____	\$ _____
2022	83	\$ _____	\$ _____	\$ _____	\$ _____
2023	88	\$ _____	\$ _____	\$ _____	\$ _____
2024	94	\$ _____	\$ _____	\$ _____	\$ _____
2025	105	\$ _____	\$ _____	\$ _____	\$ _____

LOWER SCIOTO WATER RECLAMATION FACILITY: 6579 Moore Rd, Delaware, Ohio					
YEAR	WET TONS / WEEK (estimate)*	DISPOSAL RATE/TON (bid)	HAULING RATE/TON (bid)	DISPOSAL + HAULING RATE per TON (bid)	ANNUAL COST (estimate)
2021	6	\$ _____	\$ _____	\$ _____	\$ _____
2022	6	\$ _____	\$ _____	\$ _____	\$ _____
2023	7	\$ _____	\$ _____	\$ _____	\$ _____
2024	7	\$ _____	\$ _____	\$ _____	\$ _____
2025	8	\$ _____	\$ _____	\$ _____	\$ _____

*WET TONS/WEEK estimate based on 5-year increase of 36% as outlined in the RFP and is subject to change. Provided bid costs will be set for the term of the contract.

Appendix A: Analysis of the Biosolids



ANALYTICAL REPORT

Lab Project # L20-11498

 ACWRF - Delaware County
 Attn: Kevin Brutchey
 10333 Olentangy River Rd.
 Powell, Oh 43065

 Received: 02/20/2020
 Reported: 03/04/2020
 Date/Time Sampled: 02/19/2020 08:00
 Sampled By: TB
 Sampled Matrix: Sludge
 Containers: 1

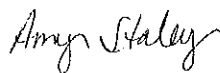
Project Name: ACWRF

Sample ID: Belt Press

Lab Sample # L20-11498-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
Paint Filter	*	Y/N		SW-9095	MS		02/24/2020
	Pass						
Sulfur	8220	mg/Kg dry	813	ASTM D-129/ SW 9056	JMT		02/25/2020
Total Solids	12	%	0.10	SM-2540 G	TNS		02/23/2020
Arsenic, TCLP	<0.50	mg/L	0.50	SW-6010B	AOP		02/24/2020
Barium, TCLP	0.13	mg/L	0.10	SW-6010B	AOP		02/24/2020
Cadmium, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
Chromium, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
Lead, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
Selenium, TCLP	<0.50	mg/L	0.50	SW-6010B	AOP		02/24/2020
Silver, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
Mercury, TCLP	<0.020	mg/L	0.020	SW-7470A	BRM		02/24/2020
Chlordane, TCLP	<0.00125	mg/L	0.00125	SW-8081B	BG	02/24/2020	02/24/2020
Endrin, TCLP	<0.00050	mg/L	0.00050	SW-8081B	BG	02/24/2020	02/24/2020
Heptachlor Epoxide, TCLP	<0.00025	mg/L	0.00025	SW-8081B	BG	02/24/2020	02/24/2020
Heptachlor, TCLP	<0.00025	mg/L	0.00025	SW-8081B	BG	02/24/2020	02/24/2020
Lindane (Gamma-BHC), TCLP	<0.00025	mg/L	0.00025	SW-8081B	BG	02/24/2020	02/24/2020
Methoxychlor, TCLP	<0.0025	mg/L	0.0025	SW-8081B	BG	02/24/2020	02/24/2020
Toxaphene, TCLP	<0.0125	mg/L	0.0125	SW-8081B	BG	02/24/2020	02/24/2020
(Surrogate) TCMX	46.5 (0.8 - 111.2)	%		SW-8081B	BG	02/24/2020	02/24/2020
(Surrogate) DCB	52.5 (5.9 - 108.4)	%		SW-8081B	BG	02/24/2020	02/24/2020
2-methylphenol (o-Cresol), TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/24/2020	02/24/2020
3&4-methylphenol (m&p-Cresol), TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	02/24/2020	02/24/2020
Pentachlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/24/2020	02/24/2020

Analysis Certified By:





ANALYTICAL REPORT

Lab Project # L20-11498

ACWRF - Delaware County
 Attn: Kevin Brutchey
 10333 Olentangy River Rd.
 Powell, Oh 43065

Received: 02/20/2020
 Reported: 03/04/2020
 Date/Time Sampled: 02/19/2020 08:00
 Sampled By: TB
 Sampled Matrix: Sludge
 Containers: 1

Project Name: ACWRF

Sample ID: Belt Press

Lab Sample # L20-11498-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
2,4,5-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/24/2020	02/24/2020
2,4,6-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/24/2020	02/24/2020
2,4-Dinitrotoluene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
Hexachlorobutadiene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
Hexachlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
Hexachloroethane, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
Nitrobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
Pyridine, TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	02/24/2020	02/24/2020
1,4-Dichlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
(Surrogate) 2-Fluorophenol	48.8	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(D-102.5)						
(Surrogate) Phenol d6	48.7	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(D-99.1)						
(Surrogate) Nitrobenzene d5	58.0	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(18.0-106.7)						
(Surrogate) 2-Fluorobiphenyl	66.5	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(32.5-94.6)						
(Surrogate) 2,4,6-Tribromophenol	66.1	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(D-142.0)						
(Surrogate) p-Terphenyl-d14	47.7	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(26.7-110.5)						
Benzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
Carbon Tetrachloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
Chlorobenzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
Chloroform, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
1,2-Dichloroethane, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
1,1-Dichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020

Analysis Certified By: Amy Staley



ANALYTICAL REPORT

Lab Project # L20-11498
Received: 02/20/2020
Reported: 03/04/2020
Date/Time Sampled: 02/19/2020 08:00
Sampled By: TB
Sampled Matrix: Sludge
Containers: 1

ACWRF - Delaware County
 Attn: Kevin Brutchey
 10333 Olentangy River Rd.
 Powell, Oh 43065

Project Name: ACWRF

Sample ID: Belt Press

Lab Sample # L20-11498-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
Methyl Ethyl Ketone (2-Butanone), TCLP	<1.00	mg/L	1.00	SW-8260B	MS		02/25/2020
Tetrachloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
Trichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
Vinyl Chloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
(Surrogate) 1,2-Dichloroethane d4	107.8 (82.3-132.6)	%		SW-8260B	MS		02/25/2020
(Surrogate) Toluene d8	99.3 (87.5-126.9)	%		SW-8260B	MS		02/25/2020
(Surrogate) 4-Bromofluorobenzene	115.1 (73.2-124.3)	%		SW-8260B	MS		02/25/2020
TCLP extraction	*	Y/N		SW-1311	CTL		02/21/2020
Zero Headspace TCLP Extraction	*	Y/N		SW-1311	MS		02/24/2020
2,4-Dichlorophenoxyacetic acid (2,4-D), TCLP	<0.04	mg/L	0.04	SW-8151	A-MAR	02/22/2020	03/01/2020
Silvex, TCLP	<0.04	mg/L	0.04	SW-8151	A-MAR	02/22/2020	03/01/2020
(Surrogate) DCAA	118 (58-132)	%		SW-8151	A-MAR	02/22/2020	03/01/2020

Analysis Certified By: *Amy Staley*



Allowway
Your Resource for Defensible Data

Project: I20-11498

This is a legal document that authorizes Alloway to perform testing on samples submitted under this agreement.

Report To: DELAWARE COUNTY
Name: ALUM CREEK WATER RECLAMATION FACILITY
Company: 7767 WALKER WOOD BLVD
 LEWIS CENTER OH 43035
Address: 740 - 833 - 2226
 740 - 833 - 2274

Invoice To (if Different):
Company:
Address:

Phone #: _____ **Fax #:** _____ **PO#:** _____

Project Name: APURF

Sampler: 71M BENNET **Signature:** [Signature]

Customer: 71M BENNET **Sample Date:** 2-19-20 **Sample Time:** 0800 **Composite:** X **Grab:** SG **Matrix Code:** 1 **Number of Containers:** 1 **Preservation Code #:** 1

Sample ID / Sample Location: 2-19-20 0800 **Matrix Code:** SG **Number of Containers:** 1 **Preservation Code #:** 1

Analysis Required: TELP, PERRA METALS, TELP SVCS, PAINT FILTERS, SOLID (DRY WEIGHT), TELP LEADINGS + PEST. (per bill)

Working Days: 2 Working Days 3 Working Days 5 Working Days Routine

Matrix Codes: PUR TELP VOLS per email 2/18/20

Preservation Codes: 1 - None 7 - Sodium Thiosulfate 13 - Zinc Acetate 14 - Sodium Sulfite 15 - Potassium Dihydrogen Citrate 16 - Sodium Sulfite/Sodium Bisulfite

Sample Receiving (For Lab Use Only): Yes Present? No N/A

Method of Delivery: UPS Fed Ex Client Alloway Pick Up Alloway Sampling Other

Matrix Codes: vw - wastewater gw - groundwater dw - drinking water sw - surface water w - water oil - oil s - solid sg - sludge l - leachate a - acid p - product o - other

Preservation Codes: 1 - None 2 - HNO3 3 - H2SO4 4 - HCl 5 - NaOH 6 - HNO3 & Zinc Acetate 7 - Sodium Thiosulfate 8 - Ascorbic Acid 9 - Maleic Acid 10 - FDA 11 - Ammonium Chloride 12 - (NH4)2SO4 & NH4OH 13 - Zinc Acetate 14 - Sodium Sulfite 15 - Potassium Dihydrogen Citrate 16 - Sodium Sulfite/Sodium Bisulfite

Sample Receiving (For Lab Use Only): Yes Present? No N/A

Property Preservation? Yes No N/A

Container Temperature? Yes No N/A

Received for Laboratory By: (circle one): Mansfield Lim Marion

Transported to: Lim Marion **By:** [Signature] **Received By:** [Signature]

Date: 2/19/20 **Time:** 10:55

REV 01-16



ANALYTICAL REPORT

 Lab Project # L20-11491
 Received: 02/20/2020
 Reported: 03/09/2020
 Date/Time Sampled: 02/19/2020 14:00
 Sampled By: JS
 Sampled Matrix: Sludge
 Containers: 2

 OECC
 Attn: Marshall Yarnell
 10333 Olentangy River Road
 Powell, OH 43065

Project Name: Landfill TCLP

 Sample ID: OECC Dewatered Sludge
 Lab Sample # L20-11491-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
Paint Filter	*	Y/N		SW-9095	MS		02/24/2020
	Pass						
Sulfur	6390	mg/Kg dry	505	ASTM D-129/ SW 9056	JMT		02/25/2020
Total Solids	20	%	0.10	SM-2540 G	TNS		02/23/2020
Arsenic, TCLP	<0.50	mg/L	0.50	SW-6010B	AOP		02/24/2020
Barium, TCLP	0.22	mg/L	0.10	SW-6010B	AOP		02/24/2020
Cadmium, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
Chromium, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
Lead, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
Selenium, TCLP	<0.50	mg/L	0.50	SW-6010B	AOP		02/24/2020
Silver, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		02/24/2020
Mercury, TCLP	<0.020	mg/L	0.020	SW-7470A	BRM		02/24/2020
Chlordane, TCLP	<0.00125	mg/L	0.00125	SW-8081B	BG	02/24/2020	02/24/2020
Endrin, TCLP	<0.00050	mg/L	0.00050	SW-8081B	BG	02/24/2020	02/24/2020
Heptachlor Epoxide, TCLP	<0.00025	mg/L	0.00025	SW-8081B	BG	02/24/2020	02/24/2020
Heptachlor, TCLP	<0.00025	mg/L	0.00025	SW-8081B	BG	02/24/2020	02/24/2020
Lindane (Gamma-BHC), TCLP	<0.00025	mg/L	0.00025	SW-8081B	BG	02/24/2020	02/24/2020
Methoxychlor, TCLP	<0.0025	mg/L	0.0025	SW-8081B	BG	02/24/2020	02/24/2020
Toxaphene, TCLP	<0.0125	mg/L	0.0125	SW-8081B	BG	02/24/2020	02/24/2020
(Surrogate) TCMX	45.1 (0.8 - 111.2)	%		SW-8081B	BG	02/24/2020	02/24/2020
(Surrogate) DCB	50.4 (5.9 - 108.4)	%		SW-8081B	BG	02/24/2020	02/24/2020
2-methylphenol (o-Cresol), TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/24/2020	02/24/2020
3&4-methylphenol (m&p-Cresol), TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	02/24/2020	02/24/2020
Pentachlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/24/2020	02/24/2020

Analysis Certified By:





ANALYTICAL REPORT

Lab Project # L20-11491

 OECC
 Attn: Marshall Yarnell
 10333 Olentangy River Road
 Powell, OH 43065

 Received: 02/20/2020
 Reported: 03/09/2020
 Date/Time Sampled: 02/19/2020 14:00
 Sampled By: JS
 Sampled Matrix: Sludge
 Containers: 2

Project Name: Landfill TCLP

Sample ID: OECC Dewatered Sludge

Lab Sample # L20-11491-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
2,4,5-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/24/2020	02/24/2020
2,4,6-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	02/24/2020	02/24/2020
2,4-Dinitrotoluene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
Hexachlorobutadiene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
Hexachlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
Hexachloroethane, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
Nitrobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
Pyridine, TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	02/24/2020	02/24/2020
1,4-Dichlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	02/24/2020	02/24/2020
(Surrogate) 2-Fluorophenol	47.6	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(D-102.5)						
(Surrogate) Phenol d6	49.1	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(D-99.1)						
(Surrogate) Nitrobenzene d5	57.7	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(18.0-106.7)						
(Surrogate) 2-Fluorobiphenyl	64.9	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(32.5-94.6)						
(Surrogate) 2,4,6-Tribromophenol	64.2	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(D-142.0)						
(Surrogate) p-Terphenyl-d14	45.3	%		SW-8270C	JMT	02/24/2020	02/24/2020
	(26.7-110.5)						
Benzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
Carbon Tetrachloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
Chlorobenzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
Chloroform, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
1,2-Dichloroethane, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
1,1-Dichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020

Analysis Certified By:





ANALYTICAL REPORT

Lab Project # L20-11491
Received: 02/20/2020
Reported: 03/09/2020
Date/Time Sampled: 02/19/2020 14:00
Sampled By: JS
Sampled Matrix: Sludge
Containers: 2

OECC
 Attn: Marshall Yarnell
 10333 Olentangy River Road
 Powell, OH 43065

Project Name: Landfill TCLP

Sample ID: OECC Dewatered Sludge

Lab Sample # L20-11491-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
Methyl Ethyl Ketone (2-Butanone), TCLP	<1.00	mg/L	1.00	SW-8260B	MS		02/25/2020
Tetrachloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
Trichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
Vinyl Chloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		02/25/2020
(Surrogate) 1,2-Dichloroethane d4	107.9 (82.3-132.6)	%		SW-8260B	MS		02/25/2020
(Surrogate) Toluene d8	96.3 (87.5-126.9)	%		SW-8260B	MS		02/25/2020
(Surrogate) 4-Bromofluorobenzene	111.1 (73.2-124.3)	%		SW-8260B	MS		02/25/2020
TCLP extraction	*	Y/N		SW-1311	CTL		02/21/2020
Zero Headspace TCLP Extraction	*	Y/N		SW-1311	MS		02/24/2020
2,4-Dichlorophenoxyacetic acid (2,4-D), TCLP	<0.04	mg/L	0.04	SW-8151	A-MAR	02/22/2020	03/01/2020
Silvex, TCLP	<0.04	mg/L	0.04	SW-8151	A-MAR	02/22/2020	03/01/2020
(Surrogate) DCAA	100 (58-132)	%		SW-8151	A-MAR	02/22/2020	03/01/2020

Analysis Certified By: _____



ANALYTICAL REPORT

Lab Project # L20-11737

 Package Plants- Delaware County
 Attn: Chad Kidd
 6579 Moore Rd.
 Delaware, OH 43015

 Received: 02/27/2020
 Reported: 03/18/2020
 Date/Time Sampled: 02/21/2020 09:30
 Sampled By: AB
 Sampled Matrix: Sludge
 Containers: 2

Project Name: Package Plants

Sample ID: LS Dewatered Sludge

Lab Sample # L20-11737-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
Paint Filter	*	Y/N		SW-9095	MS		03/03/2020
	Pass						
Sulfur	2170	mg/Kg dry	442	ASTM D-129/ SW 9056	JMT		03/02/2020
Total Solids	23	%	0.10	SM-2540 G	TNS		03/01/2020
Arsenic, TCLP	<0.50	mg/L	0.50	SW-6010B	AOP		03/04/2020
Barium, TCLP	<1.00	mg/L	1.00	SW-6010B	AOP		03/04/2020
Cadmium, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		03/04/2020
Chromium, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		03/04/2020
Lead, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		03/04/2020
Selenium, TCLP	<0.50	mg/L	0.50	SW-6010B	AOP		03/04/2020
Silver, TCLP	<0.10	mg/L	0.10	SW-6010B	AOP		03/04/2020
Mercury, TCLP	<0.020	mg/L	0.020	SW-7470A	BRM		03/05/2020
Chlordane, TCLP	<0.00125	mg/L	0.00125	SW-8081B	BG	03/04/2020	03/04/2020
Endrin, TCLP	<0.00050	mg/L	0.00050	SW-8081B	BG	03/04/2020	03/04/2020
Heptachlor Epoxide, TCLP	<0.00025	mg/L	0.00025	SW-8081B	BG	03/04/2020	03/04/2020
Heptachlor, TCLP	<0.00025	mg/L	0.00025	SW-8081B	BG	03/04/2020	03/04/2020
Lindane (Gamma-BHC), TCLP	<0.00025	mg/L	0.00025	SW-8081B	BG	03/04/2020	03/04/2020
Methoxychlor, TCLP	<0.0025	mg/L	0.0025	SW-8081B	BG	03/04/2020	03/04/2020
Toxaphene, TCLP	<0.0125	mg/L	0.0125	SW-8081B	BG	03/04/2020	03/04/2020
(Surrogate) TCMX	18.3	%		SW-8081B	BG	03/04/2020	03/04/2020
	(0.8 - 111.2)						
(Surrogate) DCB	28.1	%		SW-8081B	BG	03/04/2020	03/04/2020
	(5.9 - 108.4)						
2-methylphenol (o-Cresol), TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/04/2020	03/04/2020
3&4-methylphenol (m&p-Cresol), TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	03/04/2020	03/04/2020
Pentachlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/04/2020	03/04/2020

Analysis Certified By:





ANALYTICAL REPORT

Lab Project # L20-11737

Package Plants- Delaware County
 Attn: Chad Kidd
 6579 Moore Rd.
 Delaware, OH 43015

Received: 02/27/2020
 Reported: 03/18/2020
 Date/Time Sampled: 02/21/2020 09:30
 Sampled By: AB
 Sampled Matrix: Sludge
 Containers: 2

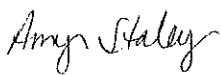
Project Name: Package Plants

Sample ID: LS Dewatered Sludge

Lab Sample # L20-11737-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
2,4,5-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/04/2020	03/04/2020
2,4,6-Trichlorophenol, TCLP	<0.50	mg/L	0.50	SW-8270C	JMT	03/04/2020	03/04/2020
2,4-Dinitrotoluene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/04/2020	03/04/2020
Hexachlorobutadiene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/04/2020	03/04/2020
Hexachlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/04/2020	03/04/2020
Hexachloroethane, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/04/2020	03/04/2020
Nitrobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/04/2020	03/04/2020
Pyridine, TCLP	<1.00	mg/L	1.00	SW-8270C	JMT	03/04/2020	03/04/2020
1,4-Dichlorobenzene, TCLP	<0.10	mg/L	0.10	SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) 2-Fluorophenol (D-102.5)	54.8	%		SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) Phenol d6 (D-99.1)	52.1	%		SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) Nitrobenzene d5 (18.0-106.7)	55.2	%		SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) 2-Fluorobiphenyl (32.5-94.6)	49.4	%		SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) 2,4,6-Tribromophenol (D-142.0)	62.5	%		SW-8270C	JMT	03/04/2020	03/04/2020
(Surrogate) p-Terphenyl-d14 (26.7-110.5)	30.8	%		SW-8270C	JMT	03/04/2020	03/04/2020
Benzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		03/04/2020
Carbon Tetrachloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		03/04/2020
Chlorobenzene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		03/04/2020
Chloroform, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		03/04/2020
1,2-Dichloroethane, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		03/04/2020
1,1-Dichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		03/04/2020

Analysis Certified By:





ANALYTICAL REPORT

Lab Project # L20-11737

Package Plants- Delaware County
Attn: Chad Kidd
6579 Moore Rd.
Delaware, OH 43015

Received: 02/27/2020
Reported: 03/18/2020
Date/Time Sampled: 02/21/2020 09:30
Sampled By: AB
Sampled Matrix: Sludge
Containers: 2

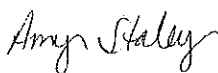
Project Name: Package Plants

Sample ID: LS Dewatered Sludge

Lab Sample # L20-11737-01

Analyte	Results	Units	PQL	Method	Analyst	Extraction Date	Analysis Date
Methyl Ethyl Ketone (2-Butanone), TCLP	1.28	mg/L	1.00	SW-8260B	MS		03/04/2020
Tetrachloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		03/04/2020
Trichloroethene, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		03/04/2020
Vinyl Chloride, TCLP	<0.05	mg/L	0.05	SW-8260B	MS		03/04/2020
(Surrogate) 1,2-Dichloroethane d4	112.8 (82.3-132.6)	%		SW-8260B	MS		03/04/2020
(Surrogate) Toluene d8	101.9 (87.5-126.9)	%		SW-8260B	MS		03/04/2020
(Surrogate) 4-Bromofluorobenzene	109.9 (73.2-124.3)	%		SW-8260B	MS		03/04/2020
TCLP extraction	*	Y/N		SW-1311	CTL		03/02/2020
Zero Headspace TCLP Extraction	*	Y/N		SW-1311	MS		03/03/2020
2,4-Dichlorophenoxyacetic acid (2,4-D), TCLP	<0.04	mg/L	0.04	SW-8151	A-MAR	03/07/2020	03/14/2020
Silvex, TCLP	<0.04	mg/L	0.04	SW-8151	A-MAR	03/07/2020	03/14/2020
(Surrogate) DCAA	108 (58-132)	%		SW-8151	A-MAR	03/07/2020	03/14/2020

Analysis Certified By: _____





Chain of Custody Record

This is a legal document that authorizes Alloway to perform testing on samples submitted under this agreement.

Project: L20-11737

Report To:
 Name: **DELAWARE COUNTY PSD**
 Company:
 Address: **6519 MOORE RD.**
DELAWARE, OH 43015

Invoice To (if Different):
 Name: **DELAWARE COUNTY PSD**
 Company:
 Address: **10333 BENTONCH PAPER RD.**
POWELL, OH 43065

Phone #: **740-833-2827** Fax #: _____
 E-mail: **chris@co.delaware-oh.us** POF: _____

Project Name: **PACKAGE PLANTS**
 Sampler (Photo): **ACE BENNETT**

Sample ID / Sample Location	Sample Date	Sample Time	Composited	Grab	Matrix Code	Number of Containers	Preservation Code #	Analysis Required	Alloway LIMS # For Lab Use Only
1 LS Dewatered Sludge	2-21-20	9:40AM		<input checked="" type="checkbox"/>	SG	8	1	TCLP RCRA Metals, TCLP VOC's, TCLP SVOC's	21
2								Paint Filter, Sulfur (dry weight)	↓
3								HERBICIDE (TCLP), PESTICIDES (TCLP)	
4									
5									
6									
7									
8									

Relinquished by: **ACE BENNETT** Date: **2-21-20** Time: **09:40**

Received by: **MLB** Date: **2-26-20** Time: **09:04**

Received for Laboratory By: (circle one) **Mansfield** **Lima** **Marion**

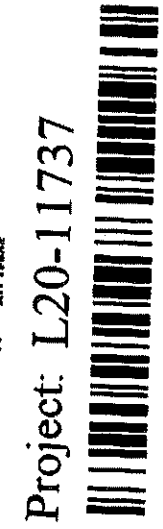
(Signature) **MLB**

Transported to: **Lima** **Marion**

By: **MLB**

Transported to: **Lima** **Marion**

By: _____



Turnaround Time: _____
 Next Day 3 Working Days
 2 Working Days 5 Working Days
 Routine

Matrix Codes:	Method of Delivery	Preservation Codes:	Sample Receiving (For Lab Use Only)
WW - wastewater GW - groundwater DW - drinking water SW - surface water W - water CO - oil S - solid SG - sludge L - leachate A - acid P - product O - other	<input type="checkbox"/> UPS <input type="checkbox"/> Fed Ex <input type="checkbox"/> Client <input checked="" type="checkbox"/> Alloway Pick Up <input type="checkbox"/> Alloway Sampling <input type="checkbox"/> Other	1 - None 2 - HNO ₃ 3 - H ₂ SO ₄ 4 - HCl 5 - NaOH 6 - NaOH & Zinc Acetate 7 - Sodium Thiosulfate 8 - Ascorbic Acid 9 - Isotonic Citric 10 - EDTA 11 - Ammonium Chloride 12 - (NH ₄) ₂ SO ₄ & NaOH	Ice Present? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input checked="" type="checkbox"/> D Proper Preservation? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input checked="" type="checkbox"/> D MONDAYS Collection Temperature: 1.4